

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED	
				<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I. THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM [SF 33]

Table of Contents

PART I. THE SCHEDULE.....	1
SECTION A - SOLICITATION/CONTRACT FORM [SF 33]	1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	8
B.1 PURPOSE.....	8
B.2 CONTRACT TYPE.....	8
B.3 MINIMUM GUARANTEED AMOUNT.....	8
B.4 MAXIMUM CONTRACT CEILING	8
B.5 TASK ORDER LIMITATIONS.....	8
B.6 BILL OF QUANTITIES AND PRICES.....	9
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	10
C.1 DESCRIPTION OF THE WORK	10
C.1.1 BACKGROUND.....	10
C.1.2 GENERAL DESCRIPTION	10
C.1.3 ROADWAY ALIGNMENT	11
C.1.4 CONTEXTUAL BACKGROUND.....	11
C.1.5 ROLES AND RESPONSIBILITIES.....	12
C.1.6 CONSTRUCTION MANAGEMENT ORGANIZATION	14
C.1.7 KEY PERSONNEL REQUIREMENTS.....	14
C.2 ABBREVIATIONS AND DEFINITIONS.....	15
C.2.1 ABBREVIATIONS.....	15
C.2.2 DEFINITIONS	17
C.3 STIPULATIONS OF THE WORK	24
C.3.1 MAXIMUM LOCAL PARTICIPATION.....	24
C.3.2 CONSTRUCTION SPECIFICATIONS	24
C.3.3 USE OF METRIC UNITS	24
C.3.4 VERSION AND DATE	24
C.3.5 SITE SECURITY	24
C.3.6 HIV/AIDS EDUCATION PROGRAM	24
C.3.7 INADVERTENT DISCOVERY PLAN.....	25
C.3.8 PUBLIC OUTREACH.....	25
C.4 SCOPE OF THE WORK.....	25
C.4.1 SUMMARY OF CONTRACTOR'S WORKS	25
C.4.2 TABULATION OF THE WORK	26
C.4.3 ROADWAY	27
C.4.4 STRUCTURES	27
C.4.5 CONSTRUCTION	27
C.4.6 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC).....	28
C.4.7 TRAFFIC MANAGEMENT.....	28
C.4.8 UTILITY RELOCATION SERVICES.....	28
C.4.9 SAFETY.....	28
C.4.10 HAZARDOUS MATERIALS AND WASTE	28
C.4.11 RIGHT-OF-WAY ENGINEERING AND ACQUISITION SERVICES	28
C.4.12 ENVIRONMENTAL COMPLIANCE	28
C.5 CONSTRUCTION REQUIREMENTS.....	29
C.5.1 MOBILIZATION.....	29

C.5.2	ROADWAY CONSTRUCTION	29
C.5.3	LANDSCAPE	30
C.5.4	MATERIALS TESTING	30
C.5.5	TESTING EQUIPMENT	31
C.5.6	HAZARDOUS MATERIALS	32
C.5.7	TEMPORARY FIELD STRUCTURES REQUIREMENTS.....	32
C.5.8	FALSEWORK, SHORING, REBAR, AND FORM GUYING.....	33
C.5.9	CONSTRUCTION SURVEYS.....	33
C.5.10	MATERIALS ON-SITE.....	34
C.5.11	MATERIALS APPROVAL FORM.....	34
C.5.12	SOURCE OF SUPPLY AND QUALITY OF SOURCE MATERIALS	35
C.5.13	STORAGE OF MATERIALS.....	36
C.5.14	INSPECTION OF WORK	36
C.5.15	REMOVAL OF NONCONFORMING WORK	37
C.5.16	SHOP AND WORKING DRAWINGS	37
C.5.17	MAINTENANCE WORK	38
C.6	MAINTENANCE OF TRAFFIC	41
C.6.1	GENERAL MOT REQUIREMENTS.....	41
C.6.2	MANDATORY STANDARDS AND PUBLICATIONS.....	41
C.6.3	MOT FUNCTIONS.....	42
C.6.4	DEVELOPMENT OF MOT PLAN	42
C.6.5	APPROVAL OF MOT REVISIONS	46
C.7	RIGHT OF WAY	46
C.7.1	PARCELS WITHIN PLANNED ROW LIMITS.....	46
C.7.2	EARLY ACCESS	48
C.7.3	ADDITIONAL ROW	48
C.7.4	RISK OF LOSS AND OBLIGATION TO MAINTAIN AND REPAIR	49
C.8	UTILITY RELOCATIONS.....	49
C.8.1	CONTRACTOR'S UTILITY RELOCATION OBLIGATIONS	49
C.9	ENVIRONMENTAL REQUIREMENTS.....	50
C.9.1	RECOGNIZED ENVIRONMENTAL CONDITIONS	50
C.9.2	ENVIRONMENTAL DOCUMENTS	51
C.9.3	PERMITTING DOCUMENTS	51
C.9.4	ENVIRONMENTAL SCOPE	52
C.9.5	SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN	52
C.10	SUBMITTALS AND REVIEW PROCESS.....	52
C.10.1	GENERAL	52
C.10.2	SUBMITTAL PROCESS.....	52
C.10.3	LIST OF DELIVERABLES.....	53
C.11	SCHEDULES AND PROGRESS PAYMENTS.....	54
C.11.1	SCHEDULE DEVELOPMENT.....	54
C.11.2	PRE-CONSTRUCTION SCHEDULING CONFERENCE.....	56
C.11.3	PRELIMINARY (90 DAY) SCHEDULE.....	56
C.11.4	BASELINE SCHEDULE.....	56
C.11.5	AS-BUILT SCHEDULE.....	58
C.11.6	MONTHLY SCHEDULE UPDATES	58
C.11.7	SCHEDULE REVISIONS	60
C.11.8	INVOICE AND PAYMENT.....	61
C.12	QUALITY ASSURANCE/QUALITY CONTROL	61
C.12.1	QUALITY ASSURANCE AND CONTROL PLAN FOR CONSTRUCTION. 61	
C.12.2	QUALITY MANAGEMENT PLAN	61

C.12.3	QA/QC ROLES OF THE PARTIES	66
C.12.4	MATERIAL INSPECTION, TESTING, AND SAMPLING	68
C.12.5	NONCONFORMING WORK	69
C.13	SAFETY PROGRAM	69
C.13.1	SAFETY PLAN	69
C.13.2	SAFETY ORGANIZATION	69
C.13.3	COMPLIANCE AND DISCIPLINARY POLICY	70
C.13.4	ACCIDENT PREVENTION PLAN	70
C.13.5	EMERGENCY ACTION PLAN	70
C.13.6	SECURITY PLAN	70
C.13.7	FIRE PREVENTION PLAN	70
C.13.8	CONTRACTOR ALCOHOL/DRUG AND FIREARMS FREE WORKPLACE POLICY	70
C.13.9	JOB TASK/SAFETY ANALYSIS TRAINING	71
C.13.10	GENERAL SAFE WORK PRACTICES	71
C.13.11	SITE SPECIFIC SAFETY PLANS	72
C.14	PROJECT ACCEPTANCE	72
C.14.1	NOTICE AND INSPECTION	72
C.14.2	CERTIFICATE OF TASK ORDER COMPLETION	73
C.14.3	TASK ORDER ACCEPTANCE PUNCH LIST	73
C.14.4	FINAL TASK ORDER CLEAN-UP	73
C.14.5	CONDITIONS TO PROJECT ACCEPTANCE	74
C.14.6	INSPECTION AND ISSUANCE OF CERTIFICATE OF PROJECT ACCEPTANCE	75
C.14.7	NO RELIEF FROM LIABILITY	75
C.14.8	PLAN FOR OPENING TO TRAFFIC	75
C.14.9	OPENING SECTIONS OF PROJECT TO TRAFFIC	75
C.14.10	FINAL ACCEPTANCE	76
C.15	CONSTRUCTION WARRANTY	76
C.15.1	WARRANTY BOND	76
C.16	FINAL ACCEPTANCE	76
C.17	RELIEF FROM MAINTENANCE AND RESPONSIBILITY	76
C.18	AS-BUILT DRAWINGS	77
SECTION D	- PACKAGING AND MARKING	78
D.1	AIDAR 752.7009 MARKING (JAN 1993)	78
D.2	BRANDING	78
SECTION E	- INSPECTION AND ACCEPTANCE	79
E.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE 79	
E.2	INSPECTION AND ACCEPTANCE	79
E.3	MONITORING AND EVALUATION PLAN, INCLUDING PERFORMANCE STANDARDS	79
E.4	PERFORMANCE EVALUATION	79
SECTION F	- DELIVERIES OR PERFORMANCE	81
F.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE 81	
F.2	DELIVERY SCHEDULE	81

F.3	FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)	81
F.4	PERIOD OF PERFORMANCE	81
F.5	PERFORMANCE STANDARDS	82
F.6	REPORTS AND DELIVERABLES OR OUTPUTS	82
F.7	RECORD DRAWINGS (JUN 1994)	82
F.8	KEY PERSONNEL	82
F.9	TASK ORDER PROCEDURES	83
F.10	SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI	86
SECTION G - CONTRACT ADMINISTRATION DATA		87
G.1	AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)	87
G.2	ADMINISTRATIVE CONTRACTING OFFICE	88
G.3	COGNIZANT TECHNICAL OFFICER (CTO)	88
G.4	TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	88
G.5	CONTRACTING OFFICER AUTHORITY	90
G.6	PAYING OFFICE	90
G.7	ACCOUNTING AND APPROPRIATION DATA	90
G.8	PRICE PROPOSAL FOR TASK ORDERS	90
G.9	CONTENTS OF TASK ORDERS	91
G.10	PROGRESS REPORTING REQUIREMENTS	92
SECTION H - SPECIAL CONTRACT REQUIREMENTS		94
H.1	AIDAR 752.7027 PERSONNEL (DEC 1990)	94
H.2	AIDAR 752.225-70 SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS (FEB 1997)	94
H.3	CONTRACTOR EMPLOYEES	95
H.4	AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)	95
H.5	AUTHORIZED GEOGRAPHIC CODE	97
H.6	NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	97
H.7	LANGUAGE REQUIREMENTS	97
H.8	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	97
H.9	INSURANCE AND SERVICES	98
H.10	LOGISTICAL SUPPORT	98
H.11	PERSONAL USE OF PROJECT VEHICLES	98
H.12	CONTRACTOR NOTICES AND MISSION ORDERS	98
H.13	RECORDS, INFORMATION, DOCUMENTS, AND MATERIALS	98
H.14	LANGUAGE AND UNITS	99
H.15	OWNERSHIP OF DOCUMENTS	99
H.16	WORK PLAN AND IMPLEMENTATION PLANS	99
H.17	AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)	99
H.18	EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)	100
H.19	FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	100
H.20	REPORTING OF FOREIGN TAXES	101
H.21	USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)	102
H.22	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (SEPTEMBER 2004)	102

H.23	COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT	103
H.24	CONSTRUCTION CLAUSES	103
H.25	CONSENT TO SUBCONTRACT	103
H.26	RIGHT TO PROCURE FROM OTHER SOURCES	104
H.27	MAXIMIZING USE OF LOCAL ENTITIES	104
H.28	KEY PERSONNEL UNDER TASK ORDERS	104
PART II.	CONTRACT CLAUSES	105
SECTION I -	CONTRACT CLAUSES	105
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE 105	
I.2	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	108
I.3	AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	108
I.4	AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997).....	109
I.5	FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) 109	
I.6	FAR 52.236-4 PHYSICAL DATA (APR 1984).....	110
I.7	FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995).....	110
I.8	COMMUNICATIONS PRODUCTS (OCT 1994)	110
I.9	FAR 52.216-18 ORDERING (OCT 1995)	111
I.10	FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)	111
I.11	FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	112
I.12	FAR 52.216-4 ECONOMIC PRICE ADJUSTMENT—LABOR AND MATERIAL (JAN 1997).....	112
I.13	FAR 52.211-10 COMMENCEMENT PROSECUTION AND COMPLETION OF WORK (APR 1984)	113
I.14	LIQUIDATED DAMAGES—CONSTRUCTION (SEP 2000).....	114
I.15	FAR 52.228-1 PROPOSAL GUARANTEE (SEP 1996).....	114
I.16	FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (SEP 2005)	114
I.17	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987).	115
I.18	AIDAR 726.7102 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (JAN 1994).....	116
I.19	AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES (OCTOBER 1998).....	116
I.20	AIDAR 752.7034 PUBLICATIONS AND MEDIA RELEASES (JAN 2004).....	116
PART III.	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	118
SECTION J -	LIST OF ATTACHMENTS	118
PART IV.	REPRESENTATIONS AND INSTRUCTIONS	120
SECTION K -	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	120
K.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	120
K.2	52.204-3 TAXPAYER IDENTIFICATION (OCT 1998).....	120
K.3	FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)	121
K.4	FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005) 122	

K.5	FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)	123
K.6	FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).....	124
K.7	FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	124
K.8	INSURANCE - IMMUNITY FROM TORT LIABILITY	125
K.9	COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	125
K.10	AUTHORIZED NEGOTIATORS.....	126
K.11	SIGNATURE.....	126
K.12	DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)	126
K.13	DRUG-FREE WORKPLACE (JANUARY 2004).....	126
K.14	FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984).....	127
K.15	FAR 52.215-6 PLACE OF PERFORMANCE	128
REPRESENTATIONS AND INSTRUCTIONS.....		129
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		129
L.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	129
L.2	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	129
L.3	52.215-1 - INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004).....	129
L.4	2.216-1 TYPE OF CONTRACT (APR 1984).....	134
L.5	2.233-2 SERVICE OF PROTEST (AUG 1996).....	134
L.6	GENERAL INSTRUCTIONS TO OFFERORS	135
L.7	DELIVERY INSTRUCTIONS	136
L.8	GOVERNMENT-OWNED SUBCONTRACTOR	137
L.9	INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL FOR THE BASIC IQC	137
L.10	INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSALS FOR TASK ORDER #1	141
L.11	INSTRUCTIONS FOR THE PREPARATION OF THE PRICE/BUSINESS PROPOSAL.....	143
SECTION M – EVALUATION FACTORS FOR AWARD		147
M.1	GENERAL INFORMATION.....	147
M.2	TECHNICAL EVALUATION CRITERIA FOR THE BASIC IQC (100 POINTS)	147
M.3	TECHNICAL EVALUATION CRITERIA FOR TASK ORDER #1 (50 POINTS)	149
M.4	PRICE/BUSINESS PROPOSAL EVALUATION.....	149
M.5	DETERMINATION OF COMPETITIVE RANGE.....	150
M.6	SOURCE SELECTION.....	150

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this Contract is to procure necessary materials and provide construction services to reconstruct, rehabilitate, and/or renovate significant portions of the national highway from Banda Aceh – Meulaboh on behalf of USAID/Indonesia. The required services will be under the USAID/Indonesia Aceh Tsunami Rehabilitation and Reconstruction Program (the “Program”). This Program is intended to provide assistance in rehabilitation, livelihood, and rebuilding of economic and social infrastructure in Aceh and North Sumatra provinces damaged by the December 26, 2004 earthquake and tsunami (hereinafter referred to as the “Tsunami”).

B.2 CONTRACT TYPE

This is an Indefinite Quantity Contract (IQC). The Government will issue lump sum, fixed-price, fixed-unit price, or hybrid lump sum/fixed-unit price task orders. The Contractor must perform the services set forth in these task orders at prices consistent with this Contract.

B.3 MINIMUM GUARANTEED AMOUNT

This IQC includes minimum guaranteed amount of \$500,000 to cover the minimum order guarantee pursuant to FAR Part 16, which obligation will be satisfied by and funded under Task Order #1 awarded simultaneously with this IQC. USAID is required to order and the Contractor is required to furnish the minimum guaranteed amount of services. Following this initial obligation and funding under Task Order #1, subsequent individual task orders will obligate funds to cover the work required under those respective task orders.

B.4 MAXIMUM CONTRACT CEILING

The overall ceiling price for this IQC is \$135,000,000 (US). Absent a change order, the maximum aggregate dollar value of all task orders awarded to the Contractor cannot exceed the Contract ceiling.

B.5 TASK ORDER LIMITATIONS

- (a) Fixed-Unit Price (FUP) and Lump Sum Fixed-Price (LSFP) Task Orders. When issuing FUP task orders, the Contracting Officer (CO) must state in the Task Order (TO) the fixed-unit price for each material item to apply to the entire task order scope of work. For LSFP task orders, the CO must state in the TO the lump sum fixed-price, which represents the total amount of the TO and the maximum price the Contractor may be paid to perform the services, reports, or other deliverables in the TO. For FUP TOs, the CO must state in the TO the fixed-unit prices that will apply throughout the duration of the task order. For hybrid FUP and LSFP task orders where the CO determines that a combination of fixed-unit prices and a lump sum component is reasonable for pricing purposes, then the CO must state in the task order the fixed-unit prices for each item which will be priced and paid on a fixed-unit price basis, which prices shall apply to the entire task order, along with the total lump sum amount for the items or activities that the CO envisions to be appropriate as lump sum fixed price activities under that particular task order.

- (b) Minimum Order. When USAID requires services, reports, or other deliverables covered by this Contract in a task order in the amount of less than \$25,000, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this Contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$25,000 and is awarded a task order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.
- (c) Maximum Order. The maximum order limitation is only the aggregate amount of the issued TOs and shall not exceed the total IQC ceiling price. The Contractor agrees to furnish services or reports and other deliverables required by USAID for awarded a TO for said services, reports, and other deliverables in accordance with the Contract's terms and conditions.
- (d) Future Task Orders and Pricing - The negotiated unit and lump sum prices agreed upon under Task Order #1 shall constitute the basis for determining reasonableness of prices proposed for future task orders issued under the IQC. All future task orders issued under the basic IQC will be negotiated separately. The Independent Government Cost Estimate and the prices as agreed to in Task Order #1 will be used to determine price reasonableness.

B.6 BILL OF QUANTITIES AND PRICES

The Bill of Quantities is included in Section J-3 and is incorporated into this Section. This Bill of Quantities is the fixed unit prices for the quantities set forth in the Bill and as required in Task Order #1. The quantities set forth in this Bill are an estimate of the total quantities needed for Task Order #1. These fixed unit prices are subject to the Economic Price Adjustment clause of this Contract. All additional Task Orders issued under this Contract will use the prices proposed in the Task Order #1 Bill of Quantities and the Independent Government Cost Estimate as the basis for price reasonableness and project realism. These prices will be the final negotiated prices set forth in the final Bill of Quantities for each Task Order.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DESCRIPTION OF THE WORK

C.1.1 Background

On December 26, 2004, the largest earthquake to strike since 1964 caused a devastating tsunami that has killed several hundred thousand people in South and Southeast Asia. The 9.0 magnitude quake occurred off the Sumatra coast of Indonesia, triggering tsunamis that caused massive flooding, damage and loss of life in the coastal communities of the region. Hardest hit was the Indonesian province of Aceh, where an estimated 174,000 people were killed, and over 500,000 displaced. Critical basic infrastructure (water supply and sanitation, housing, roads and bridges, hospitals and schools), telecommunications, and power utilities were left in ruin (such as in Western Coastal Region) or were severely damaged (such as in Banda Aceh and the Eastern Coastal Region). Most of the national coastal road from Banda Aceh to Meulaboh on the west coast was destroyed and more than 110 bridges and crossings were damaged or destroyed. The road was impassable over most of its length, thereby blocking relief efforts and making ground surveys impractical. Aerial images show whole bridge spans lifted and transported hundreds of meters away. The loss of life and damage to infrastructure is a tragedy that will impact the lives and livelihood of the people of the region for generations.

C.1.2 General Description

Given the cataclysmic events that devastated the Banda Aceh region and its ability to conduct even the most rudimentary economic activity, the United States Government, acting through the United States Agency for International Development (USAID), committed a \$400 million grant of assistance for the tsunami-affected areas in Indonesia. USAID immediately identified the construction of a new road through the tsunami damaged coastal area from Banda Aceh to Meulaboh as the key to restoring the economic and social fabric of Aceh Province.

In addition to improving the livelihood to the surviving communities along the west coast areas of Aceh, the restoration and reconstruction of the road from Banda Aceh to Meulaboh will provide immediately increase income through employment, as well as the purchase of materials, supplies, and services. Moreover, implementation of the construction project will offer the opportunity to develop local capacity to continue to meet local needs and generate future income and employment.

The originally proposed overall Project scope includes reconstruction of the road from Banda Aceh (starting from the zero kilometer marker opposite to the Grand Mosque) to the Meulaboh city center monument. The total extent of the road is approximately 240 kilometers. The current right of way (ROW) is approximately 20 meters wide along the existing road alignment. Due to the significant damage to the existing road and bridges and where landmasses have been altered significantly, several sections of the original road will be realigned. Furthermore, most of the bridges and crossings are to be reconstructed.

The new reconstructed road shall be 7 meters wide with typically 2-meter shoulders. The right of way of 30 to 40 meters will be established by the GOI for the new road. In

addition to the construction of the road, an additional objective of this assistance plan is to provide employment opportunities and capacity building for the Indonesians and Acehnese. Hence, the construction contractor shall endeavor to extend opportunities to Indonesian/Acehnese firms and individuals as much as feasible.

C.1.3 Roadway Alignment

The roadway alignment has gone through an approval process involving GOI, USAID, Local Agencies and, through an extensive outreach program, the Villages along the alignment. Currently, the roadway alignment for the northern portion of the Project, from Banda Aceh to Calang, with the exception of very minor roadway sections, has been fully approved by GOI and USAID. The roadway alignment for the southern portion of the Project, from Calang to Meulaboh, has not been finalized and is currently under review and consideration by the concerned agencies. However, approval of the alignment is imminent. Drawings and details reflecting the approved southern alignment will be provided as part of the future Task Orders. The southern roadway alignment information presented in this Tender is based on the various alignments for that portion of the Project and is intended to provide the bidders a thorough understanding of the entire scope of the Work.

C.1.4 Contextual Background

There are three separate contracts to complete the design and construction of the road. The first contract is a design-build priority contract, which was awarded to the Indonesian firm PT. Wijaya Karya. This contract focuses on a number of distinct and separate critical sections of road between Banda Aceh to Lamno. This contract also focuses on a number of critical sections and crossings of the road between Banda Aceh to Calang, rehabilitation and maintenance of the existing road from Banda Aceh to Lamno, and removal of bridge debris. This design-build contract was issued on 23 August 2005 and is expected to be completed in 2006.

The second contract for design and construction management of the entire road project from Banda Aceh to Meulaboh and the design of the road from Lamno to Meulaboh was awarded to Parsons Global Services Inc. The contract is for the Design and Construction Management (CM) and shall be complete concurrent with the completion of construction in mid 2009.

This is for the construction of the remaining portions of the road from Banda Aceh to Meulaboh. The construction period for this project is estimated to be approximately three years.

On 07 July 2005 USAID signed a Strategic Objective Agreement (SOAG) with the GOI's Reconstruction and Rehabilitation Agency (BRR) for all the tsunami related post relief activities in Aceh. USAID is working closely with all levels of the GOI to further the objectives of this project. USAID signed a Memorandum of Understanding (MOU) with the Ministry of Public Works (PU) to design, rehabilitate and reconstruct the road from Banda Aceh to Meulaboh. The MOU also ensures that all construction activities will be coordinated through the BRR. Collaboration with the provincial Public Works Department (Dinas Praswil and P2JJ) will ensure coordination of field activities including security, land acquisition, and other GOI agency coordination. A Technical Steering Committee from BRR, PU, and Provincial Public Works has been formed to support various activities related to the road construction and to help expedite critical decisions.

C.1.5 Roles and Responsibilities

C.1.5.1 USAID

Decision making resides with the USAID Contracting Officer with technical support from the USAID Cognizant Technical Officer (CTO).

C.1.5.2 Construction Management Services (CM)

USAID has retained Parsons Global Services Limited, an Engineering Firm, to do the design and perform the Construction Management and oversight of the Work in addition to assisting USAID and GOI with the administration of the Construction Contract for the duration of construction. Contractor's point of contact with the Construction Management firm will be the Chief Resident Engineer (CRE). Construction Management services include acting as USAID's representative for construction management, surveillance and oversight matters but does not include the authority to:

- (a) Direct or suspend the performance of Contractor's Work, unless continued performance of Work will endanger the health, welfare, or safety of the public or any Project worker, or will damage or endanger Environmentally Sensitive Areas (ESAs)
- (b) Approve deviations from any Contract requirements
- (c) Approve changes in or Deviations from the approved design documents, or performance by Contractor of extra Work or changed Work
- (d) Waive any Contract requirements or provisions
- (e) Approve Change Orders (COs), Value Engineering Change Proposals (VECPs), or Contract amendments

C.1.5.3 Construction Contractor

Contractor, shall;

- (a) furnish all services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate (excluding only those materials, services and efforts which the Contract Documents specify will be undertaken by others),
- (b) construct the Project and maintain it during construction in accordance with the requirements of the Contract Documents, the Project Schedule, all Governmental Rules, all Governmental Approvals, the approved Quality Management Plans, the approved Contractor's Safety Program, the approved Construction Documents and all other applicable safety, environmental and other requirements, taking into account the Planned ROW Limits and other constraints affecting the Project, so as to achieve Project Acceptance and Final Acceptance by the applicable Completion Deadlines,
- (c) at all times provide a Chief of Party (COP)/Project Manager approved by USAID who;
will have full responsibility for the prosecution of the Work,
will act as agent and be a single point of contact in all matters on behalf of Contractor,
will be present (or its approved designee will be present) at the Site at all times that Work is performed, and

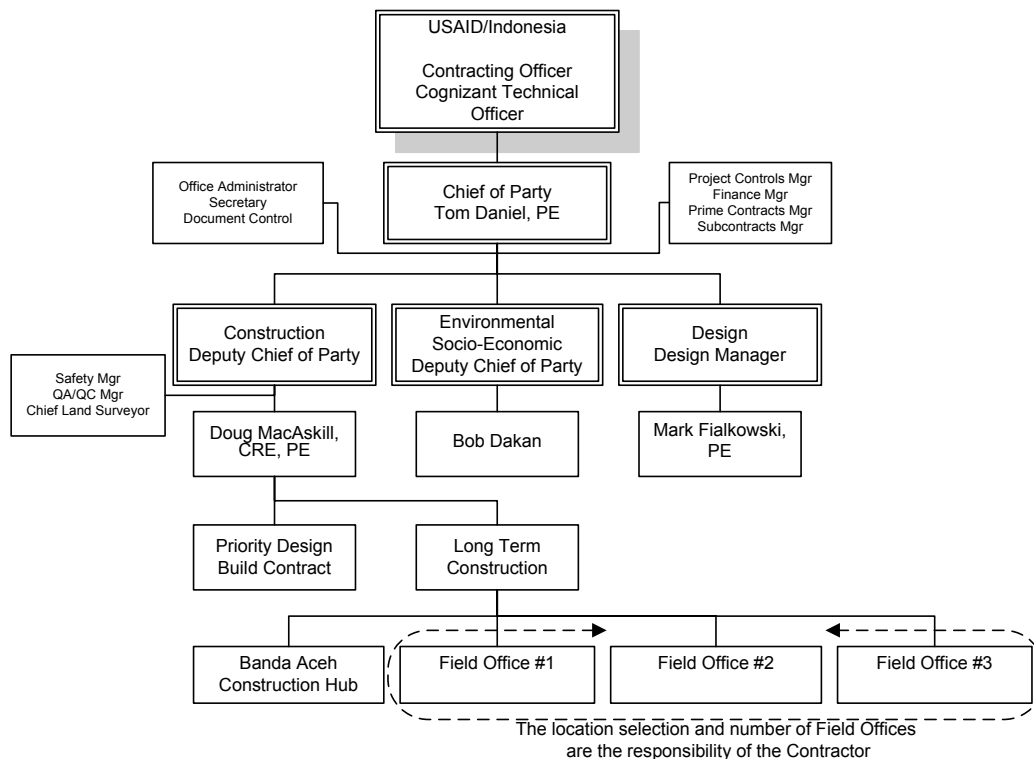
will be available to execute instructions and directions from USAID or its authorized representatives.

- (d) obtain all Governmental Approvals required in connection with the Project, prior to beginning any construction activities in the field, furnish USAID with fully executed copies of all Governmental Approvals (other than the Governmental Approvals obtained by USAID) required for such portion of the Project,
- (e) comply with all conditions imposed by and undertake all actions required by and all actions necessary to maintain in full force and effect all Governmental Approvals, including performance of all environmental mitigation measures, both temporary and permanent, required by the Contract Documents, except to the extent that responsibility for performance of such measures is expressly assigned to Others in the Contract Documents.
- (f) provide such assistance as is reasonably requested by USAID in dealing with any Governmental Person and/or in prosecuting and defending lawsuits in any and all matters relating to the Project. Such assistance may include providing information and reports regarding the Project as well as executing declarations and attending meetings and hearings. This provision is not intended to require Contractor to provide legal services for the benefit of USAID.
- (g) comply with, and ensure that all employees and Subcontractors comply with, all requirements of all applicable Governmental Rules, including:
 - i. All Environmental Laws, including requirements regarding the handling, generation, treatment, storage, transportation and disposal of Hazardous Materials (construction generated or otherwise); the environmental requirements specified in the Analisis Mengenai Dampak Lingkungan [translated – Environmental Impact Analysis Law] (AMDAL) and Environmental Assessment (EA) and
 - ii. All other applicable GOI requirements
- (h) cooperate with USAID, the Construction Supervision Consultant, USAID's other consultants, Governmental Persons with jurisdiction over the Project in review and oversight of Project, performing oversight and conducting inspections during the construction of the Project and other matters relating to the Work,
- (i) supervise and be responsible to USAID for acts and omissions of all Contractor-Related Entities, as though all such persons were directly employed by Contractor.
- (j) pay all applicable Governmental taxes, property taxes and any other taxes, fees, charges or levies imposed by a Governmental Person, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work. USAID is currently negotiating an exempt status for Value Added Tax (VAT). Contractor will be advised of the exempt status applicability.
- (k) mitigate delay to the Project and mitigate damages due to delay in all circumstances, to the extent possible, including by resequencing, reallocating, or redeploying Contractor's forces to other work, as appropriate., Provide immediate recovery for delay resulting from actions directly attributable to the Contractor.
- (l) provide all materials, services and efforts necessary to achieve Project Acceptance and Final Acceptance on or before the applicable Completion Deadline shall be Contractor's sole responsibility, except as otherwise specifically provided in the Contract Documents.

C.1.5.4 The Government of Indonesia

On July 7, 2005, USAID signed a Strategic Objective Agreement (SOAG) with the GOI's Reconstruction and Rehabilitation Agency (BRR) for all the Tsunami-related post-relief activities in Aceh. USAID is working closely with all levels of GOI to further the objectives of this Project. USAID signed a Memorandum of Understanding (MOU) with GOI's Ministry of Public Works (PU) to design, rehabilitate and reconstruct the road from Banda Aceh to Meulaboh. The MOU also ensures that all construction activities will be coordinated through the BRR. Collaboration with the Provincial Public Works Department (Dinas Praswil and P2JJ) will ensure coordination of field activities including security, land acquisition, and other GOI agency coordination. A Technical Steering Committee from BRR, PU, and P2JJ has been formed to support various activities related to the road construction and to help expedite critical decisions.

C.1.6 Construction Management Organization



C.1.7 Key Personnel Requirements

The Key Personnel, which the Contractor shall furnish, are identified below. These individuals shall be considered essential to the work being performed. The number of years stated (below) shall be the minimum number of years of verifiable relevant construction experience in that Key Employee's field of expertise. Project history should demonstrate progressive increase in responsibility with at least one (1) previous project at the position title being considered.

The Contractor shall be responsible for providing such personnel for performance for the term required. Section F.8, entitled Key Personnel, provides additional guidance regarding Key Personnel.

MINIMUM QUALIFICATIONS

Position Title	Minimum Years of Relevant Experience	Project History Demonstrating Experience
Chief of Party/Project Manager	15 years (including substantial international experience)	At least one assignment as a COP or equivalent for major road projects
Deputy Chief of Party/Manager of Construction	15 years (including substantial international experience)	CM experience in an international project is desirable

The Chief of Party will be responsible for overall Project management and will serve as the main point of contact with USAID, the GOI, and other entities, as appropriate. The Deputy Chief of Party will be responsible for administering the IQC and the daily construction work being performed to ensure full compliance with all contract requirements, all applicable USAID regulations and the timely submission of all required performance reporting and should be able to lead the Project in the absence of the Chief of Party.

The Chief of Party/Project Manager and the Deputy Chief of Party/Manager of Construction shall each be a U.S. citizen or a current green card holder. Each person designated for the Key Personnel positions listed above shall be fluent in the English language and shall be present and working on the construction site throughout the construction period.

C.2 ABBREVIATIONS AND DEFINITIONS**C.2.1 Abbreviations**

Acronym	Title
AASHTO	American Association of State Highway Transportation Officials
AC	Asphalt Concrete
AMDAL	Analysis Mengenai Dampak Lingkungan [translated – Environmental Impact Analysis Law]
ASEAN	Association of Southeast Asian Nations
BRR	GOI's Reconstruction and Rehabilitation Agency
CCO	Contract Change Order
CM	Construction Management and oversight
CMC	Construction Management Consultant
CO	USAID Contracting Officer
COP	Chief of Party
CPM	Critical Path Method

Acronym	Title
CQA	Construction Quality Assurance
CQC	Construction Quality Control
CQMP	Quality Management Plan
CRE	Chief Resident Engineer
CTO	USAID Cognizant Technical Officer
CPT	Cone Penetration Tests
DBST	Double Bitumen Surface Treatment
DRL	Dispute Resolution Laboratory
EA	Environmental Assessment
ESA	Environmentally Sensitive Area
FDCP	Fugitive Dust Control Plan
FHI	Family Health International
FHWA	Federal Highway Administration
GOI	Government of Indonesia
HazMat	Hazardous Materials
HMA	Hot mix asphalt
IA	Independent Assurance
IDP	Inadvertent Discovery Plan
IFB	Invitation for Bid
IQC	Indefinite Delivery/Indefinite Quantity Contract
ISO	International Standards Organization (ISO) 9001:2000
ITCP	Internal Traffic Control Plan
MOT	Maintenance of Traffic
MUTCD	Manual on Uniform Traffic Control Devices
MWP	Maintenance Work Plan
NGO	Non-Governmental Organization
PDM	Precedence Diagram Method.
PPE	Personal Protective Equipment
PU	Ministry of Public Works
QA	Quality Assurance
QC	Quality Control
QMP	Quality Management Plan

Acronym	Title
QMS	Quality Management System QA/QC
RFP	Request for Proposal
RKL	Rencana Pengelolaan Lingkungan [translated – Environmental Management Plan]
RPL	Rencana Pemantauan Lingkungan [translated – Environmental Monitoring Plan]
RMMP	Road Maintenance Management Plan
ROW	Right-of-Way
SI	Metric International System of Units (SI)
SOAG	Strategic Objective Agreement (SOAG)
SPCC	Spill Prevention, Control, and Countermeasures
SPT	Standard Penetration Tests
STI	Sexually Transmitted Infection
TCE	Temporary Construction Easements
TESCP	Temporary Erosion and Sediment Control Plan
TMP	Traffic Management Plan
TNI	Indonesian Military
US	United States
USAID	United States Agency for International Development
USACE	United States Army Corps of Engineers

C.2.2 Definitions

The following general terms are limited to those not contained in the Construction Specifications provided in Attachment 3.

Accident Prevention Plan shall mean the plan specified in Section C.13.4 and included as an integral part of Safety Plan or Site Specific Safety Plan.

Additional Properties shall mean additional ROW requirements required by the Contractor that are additional to the ROW Parcels being provided by GOI.

As-Built shall mean the properties of the Project as constructed defined by final drawings, plans, specifications, manuals, operating instructions, etc.

As-Built Schedule shall mean the final schedule with actual dates included

Base Proposal shall mean the Contractor's Proposal provided as a part of the Request for Proposal process.

Baseline Project Schedule shall have the meaning provided in Section C.11.4.

Bonds shall mean Payment and Performance Bonds or Warranty Bonds.

Business Days shall mean one calendar day that occurs during the business week of Monday through Saturday and excludes weekends and holidays.

Capacity Building Plan shall have the meaning provided in Section C.3.8.2

Completion Deadlines shall mean the Contract milestones for achieving Project and Final Acceptance by the Contractor.

Construction Oversight Activities: Activities performed by USAID's Construction Management Consultant to oversee Project construction and administration; including performing limited compliance checking and testing in accordance with the Contract Documents to ensure that sufficient quality control and quality assurance is being performed by the Contractor. Construction Oversight Activities shall also include ensuring the Work is being performed by the Contractor in accordance with the Contract Documents.

Construction Quality Assurance: USAID's program to provide confidence that the quality control and quality assurance being performed by the Contractor meets the Contract requirements related to the final constructed elements. USAID's program shall include but not be limited to discretionary construction inspection, testing, and audits of the Contractor's Construction Quality Control and Quality Assurance programs.

Construction Sections shall mean the identity of various parts of the Work as identified in Section C.4.2.

Construction Management Consultant shall mean the Consultant shown in Section C.1.4 whose duties are shown in Section C.1.5.2.

Contract shall mean the signed agreement entered into between USAID and the Contractor selected to perform the construction work for the Aceh Road/Bridge Rehabilitation Reconstruction Project

Contract Award shall mean the offer to enter into a signed contractual agreement to construct the Project

Contract Documents shall mean the agreement entered into between USAID and the Contractor that includes the technical requirements, the drawings, the specifications, any amendments during the bidding process and the Contractor's proposal.

Contract Price shall mean the lump sum amount agreed between USAID and the Contractor that is included in the signed Contract Documents.

Contract Milestone shall mean a major event in the schedule and shown as such in the Project Baseline Schedule.

Contracting Officer (CO) shall mean the individual within USAID designated to administer the Contract.

Cognizant Technical Officer (CTO) shall mean the individual within USAID designated to provide technical expertise for the Contracting Officer and render technical directions and guidance during the construction of the Project.

Contractor shall mean the legal entity responsible for performing the scope of work under this Contract with USAID.

Contractor-Related Entities shall mean other joint venture partner firms, major subcontractors or other individual associated with the Contractor's performance of the Work.

Contractor's Construction Quality Control: The actions of the Contractor in examining, witnessing, inspecting, checking, and testing in-process work to determine conformity to Project construction requirements.

Data Date shall mean the Notice To Proceed date.

Day shall mean one calendar day.

Design and Construction Supervision Contract (DCS Contract) shall mean the procurement mentioned in Section C.1.4.

Emergency Action Plan shall mean the plan referenced in Section C.13.5

Emergency Evacuation Plan shall mean the plan referenced in Section C.13.5.1.

Emergency Medical Plan shall mean the plan referenced in Section C.13.5.2.

Environmental Approval Documents shall mean the documents referenced in Section C.9.2

Extra Maintenance Work shall mean maintenance work that the Contractor will assume responsibility for during the construction of the Project as defined in Section C.5.17.5.

Final Acceptance shall mean the date when the one-year Warranty Period expires

Final Design Documents shall mean those drawings provided with the Request for Proposals package as amended during the solicitation period.

Fire Prevention Plan shall mean the document referenced in Section C.13.7.

Force Account shall mean the account established and administered by USAID to pay the Contractor for Extra Maintenance Work performed on a time and materials basis.

Force Majeure: The term "Force Majeure" shall include any unforeseeable event beyond the control of Contractor and not due to an act or omission of any Contractor-Related Entity, to the extent that the event (or the effects of the event) materially and adversely affects Contractor's obligations under the Contract and could not have been avoided or prevented by due diligence and use of reasonable efforts by Contractor. The term "Force Majeure" shall include the discovery at, near or on the Site of any

archaeological, paleontological, biological or cultural resources or any Change in Law which requires a major State or federal environmental approval to be obtained that was not previously required for the Project.

Governmental Approvals shall mean approvals granted by USAID or other GOI agencies.

Governmental Person shall mean any person who is a member of USAID or GOI Agency associated with or having responsibility for or direct involvement in the Project.

Guarantor: An entity other than a surety that, by providing a Guarantee, may be used by the Proposer or Major Participants to supplement their financial capability to undertake the Project.

Hazardous Materials Management shall mean the management of hazardous materials as indicated in Section C.4.10.

Independent Assurance: An unbiased and independent audit by USAID, or its appointed representative(s), of the quality assurance system and independent evaluation of the reliability of the test results obtained in the regular sampling and testing activities. The results of USAID's independent assurance tests may not be used as a basis for acceptance of material or the Work.

Inspection: The act of viewing or looking carefully at construction practices, products, and processes (including document control and shop drawings) to ensure compliance with the quality requirements contained in the Contract Documents.

Key Individual or Key Person: An individual identified in the Proposal to fill a key position (i.e., be functionally responsible for a specific activity) requiring specific USAID approval..

Latest Edition shall mean the date of the edition of the manual, guideline or other governing document in effect at the time of the Proposal Date or as may be amended by USAID.

Local Agencies shall mean agencies representing the local towns, villages and other stakeholders in the Project

Maintenance Work Plan shall have the meaning given in Section C.5.17.3.

Major Participant: Any of the following entities:

- (a) Any general partner or joint venture member.
- (b) Any individual, person, proprietorship, partnership, limited liability partnership, corporation, professional corporation, limited liability company, business association, or other legal entity however organized, holding (directly or indirectly) a 10 percent or greater interest in the Contract.
- (c) The lead engineering/construction firm (firm, partnership, or joint venture member) and each engineering/construction sub-consultant that will perform 20 percent or more of the Task Order Work.

Major Subcontractor shall mean any firm hired by the Contractor to perform 20 percent or more of the Task Order Work

Management Review: A formal quality evaluation, by top management, of the status and adequacy of the quality system in relation to quality policy and new objectives resulting from changing circumstances.

Nonconforming Work shall mean constructed work or materials provided and presented for acceptance that do not meet requirements of the Contract Documents.

Notice of Award shall mean the USAID letter notifying the Contractor of the acceptance of his Proposal and Base Bid amount.

Notice to Proceed shall mean the USAID Letter granting the Contractor authorization to commence Work on the Project.

On Site: On or immediately adjacent to the Project right-of-way or at a facility identified to collocate the Contractor's construction staff with Contracting USAID personnel for the duration of the Project.

Outline Safety Plan shall mean the Safety Plan submitted by the Bidder as part of his proposal and from which the successful Contractor will base his Safety Plan referenced in Section C.13.1.

Outline Quality Plan shall mean the Quality Management Plan submitted by the Bidder as part of his proposal and from which the successful Contractor will base his Quality Management Plan referenced in Section C.12.2.

Oversight: The actions of USAID or their representatives to ensure Contractor compliance with the Contract Documents, including checking and reviewing the Contractor's Quality Management Plans and providing QA and IA services during construction. (See also "Construction Oversight".)

Persons shall mean those non-governmental local agencies, villages, towns, cities, etc. who are stakeholders and who have a vested interest in the Project and who may have maintenance responsibility for discreet sections of the roadway after it is completed.

Planned ROW Limits shall mean the distance between the outside limits of the ROW parcels on either side of the alignment along the length of the entire roadway alignment

Procedure: A particular way of accomplishing something, an established way of doing things, a series of steps followed in a defined regular order. It ensures the consistent and repetitive approach to actions.

Project: The USAID Project to rehabilitate, reconstruct and/or construct substantial portions of the coastal highway (including bridges and other structures) from Banda Aceh to Meulaboh.

Project Acceptance shall mean acceptance of the Project by USAID as evidenced by issuance of a Certificate of Project Acceptance.

Project Completion shall mean completion of all Work by Contractor for the Project or, Task Order, or with the approval of USAID, a specific Construction Section(s), and Contractor may commence the Project Acceptance process.

Project Completion Date shall mean Contractor shall achieve Project Completion of the Project within the number of calendar days specified in the Contract after the effective date of the Notice to Proceed.

Project Schedule shall mean the schedule referred to in Section C.11.4.

Property Management Plan shall mean the plan referred to in Section C.7.4.

Provincial Public Works shall mean the Public Works Authority of the Provincial Governments that border the roadway alignment.

Punch List shall mean the list of deficiencies mutually developed between USAID, CMC and the Contractor to be corrected as a part of the Project Acceptance process

Quality: The composite of all the characteristics, including performance, of an item, product or service that bear on its ability to satisfy stated or implied needs.

Quality Assurance: A planned and systematic pattern of all actions necessary to provide adequate confidence that the product and its components are acceptable for their intended use.

Quality Control: The operational techniques and activities that are used to fulfill the requirements for quality. All that is done to ensure that the product is what it should be. Quality control involves operational techniques aimed both at monitoring and eliminating causes of unsatisfactory performance at all stages of the organizations operation in order to result in economic effectiveness.

Quality Management: All activities of the overall management function that determine the quality policy, objectives and responsibilities and implements them by means such as quality planning, quality control, quality assurance and quality improvement. The responsibility for quality management belongs to all levels of management but must be driven by top management. Its implementation involves all members of the organization.

Quality Management System: The collective quality policies and procedures that ensure the work fully complies with the contract requirements, plans and specifications. A quality manual will normally contain, or refer to, the quality policy, the responsibilities, authority and inter-relationship of personnel who manage, perform, verify or review work affecting quality. The quality system includes procedures and instructions as well as, a statement for reviewing, updating and controlling the quality manual.

Quality Management Plan: A document setting out the specific quality practices, resources and sequence of relevant activities particular to product, project or contract.

Ramp: A roadway segment providing access between the highway and an intersecting roadway.

Safety Plan shall be the plan described in Section C.13.1.

Request for Task Order Proposal shall mean the USAID request for the Contractor to provide a lump sum proposal and unit prices to perform a defined Scope of Work related to the Task Order.

Security Plan shall mean the plan described in Section C.13.6.

Site shall mean those areas designated in writing by USAID for performance of the Work and such additional areas as may, from time to time, be for Contractor's use in performance of the Work.

Task Order shall mean a defined scope of work to be performed within the overall Scope of the Project Work.

Temporary Bridge shall mean any bridge or portion of bridge that will carry public traffic but will not remain upon completion of the Contract.

Temporary Construction Easement shall mean an easement obtained by GOI/USAID at the request of the Contractor on a temporary basis to facilitate construction or construction related equipment to operate on the easement.

USAID shall mean United States Agency for International Development

Utility Owner shall mean any private entity or public body that owns and/or operates a Utility, including cooperative utilities.

Utility Relocation shall mean the relocation and reconnection of a utility that lies within the Planned ROW Limits by either the Utility Owner or his representative or the Contractor acting on behalf of the Utility Owner.

Utility Work includes, all work related to existing Utilities that is necessary to accommodate the Project for acquisition of Utility Easements

Warranty Bond: A surety that guarantees that the warranty requirements are met; the bond described in Part I (Scope of Work), Section C.15.1 (Warranty) of this RFP.

Warranty Work: Corrective action taken to bring the warranted Work into Contract compliance during the warranty period and/or for release of the Warranty Bond.

Work Areas shall mean those areas designated in writing by USAID for performance of the Work and such additional areas as may, from time to time, be designated in writing by USAID for Contractor's use in performance of the Work.

Work shall mean the Scope of Work for the Project or Scope of Work for a specific Task Order.

Work Sites shall have the same meaning as Work Areas or Site.

C.3 STIPULATIONS OF THE WORK

C.3.1 Maximum Local Participation

Contractor shall make maximum usage of local participation in the Work for the purpose of strengthening the local economy and increasing the local knowledge and experience base in roadway construction and maintenance.

C.3.2 Construction Specifications

The construction specifications shall follow the format developed by the Government of Indonesia. Construction Specifications are included as Attachment 4.

C.3.3 Use of Metric Units

The standard metric International System of Units (SI) shall be used. All design documents, all correspondence, and all other submittals (including ROW and Utility submittals) shall use SI units. Imperial units shall not be used, except when required by an outside agency, landowner, or Utility Owner. In such case, the SI unit measurement shall precede the imperial unit measurement, which shall be referenced parenthetically.

If hard conversions (new, rounded, rationalized SI values) are not available in the references, soft conversions (exact SI equivalents) shall be utilized.

C.3.4 Version and Date

All referenced specifications, manuals, or other reference materials shall be the Latest Edition in effect on the Proposal Date.

C.3.5 Site Security

Contractor shall take all steps necessary to keep his staff, USAID staff, the Construction Management staff, the Work Sites, and equipment secure and supplies protected at all times. Site security shall be the sole responsibility of the Contractor.

C.3.6 HIV/Aids Education Program

Family Health International (FHI) will work with Contractor to reduce STI/HIV/AIDS transmission during the construction of the Banda Aceh to Meulaboh road.

The program will pursue two goals:

- (a) Reduce STI/HIV/AIDS transmission through provision of prevention and STI treatment services for construction workers and female sex workers in the site area; and
- (b) Strengthen the skills and capabilities of local NGOs and health service providers to implement and maintain prevention and STI treatment services for high risk groups over the long term.

USAID/GOI requires construction companies to implement prevention with assistance in this Project by FHI. The Contractor shall designate a staff member to coordinate this program and its associated activities throughout the life of the Project. FHI has obtained an agreement from USAID Health Services project in Indonesia to jointly develop STI services in the Project area and will pursue additional opportunities with other NGOs and USAID projects.

FHI will work closely with the Contractor to develop a work plan with NGOs in the area and conduct training programs for outreach and delivery of information and provide

regular briefings to the Department of Public Works and USAID. FHI and local NGOs will also brief the provincial Banda Aceh AIDS Commission and the provincial health department on Project plans and progress.

For condom supply, the local NGO will coordinate with suppliers to ensure low cost condoms are available in kiosks and small shops near locations where sex work is taking place. FHI requests the Contractor to purchase and distribute condoms directly to workers since it is in their best interest.

FHI Medan will coordinate with USAID Health Services Program to integrate STI Screening and treatment services into existing clinics at each end of the site (Banda Aceh and Meulaboh). This will include provisions of capacity building training for lab technicians and health care workers and supply of simple diagnostic equipment, reagents and other supplies.

At the completion of each Project segment, a follow up survey will be conducted to assess the impact of program activities.

C.3.7 Inadvertent Discovery Plan

The Contractor shall develop and implement an Inadvertent Discovery Plan (IDP) and coordinate this plan with USAID and GOI. In the event that human remains or archaeological sites are inadvertently discovered during construction, all construction in the proximity of the site shall stop immediately. The Contractor shall contact USAID and the GOI immediately. The Contractor shall be responsible for following all prescriptive measures provided by USAID and the GOI at that time.

C.3.8 PUBLIC OUTREACH

C.3.8.1 Outreach Activities

USAID and its CMC will continue Public Outreach and Media Relations activities throughout the life of the Project by continually working with Communities along the ROW, NGO's and donor staff in the field, Regional Governments in Banda Aceh, Aceh Besar, Aceh Jaya and Aceh Barat and USAID implementing partners in Aceh. Outreach Teams will disseminate information to stakeholders and seek their input for the construction of the road. The teams will make every attempt to keep the local villages informed regarding the road construction, explain decisions to stakeholders and inform proper GOI officials about any grievances relating to construction of the road.

Contractor shall provide construction information and details to the USAID Outreach effort as requested.

C.3.8.2 Capacity Building

Contractor should make every attempt to improve the capacity of the local personnel in the skills and experience in road construction and maintenance by hiring and training local staff to the maximum extent possible.

C.4 SCOPE OF THE WORK

C.4.1 Summary of Contractor's Works

Contractor shall perform all construction Work necessary to complete the Aceh Road/Bridge Reconstruction and Rehabilitation Project in conformance with the

requirements of the Contract Documents, including conformity to the Final design documents as approved by USAID and Local Agencies.

The Work consists of rehabilitation, reconstruction and new construction of roadway between the cities of Banda Aceh and Meulaboh including bridges and other drainage features. The alignment of the new road has been defined in this contract document in accompanying maps and descriptions. In addition, the Contractor shall perform rehabilitation, repairs and maintenance Work of selected roadway segments to improve the quality of the existing road for the duration of this Contract. This is a high priority construction project within both USAID and the GOI that will improve communication and livelihoods of the surviving communities in Aceh Region.

The descriptions of work and the locations of the road to be realigned are approximate. There may be minor differences in the locations or descriptions of the work to be actually performed and it is the responsibility of the Contractor to verify all provided information. The Work will be performed on a priority basis as outlined in this specification.

The Work shall include, but not be limited to;

- (a) roadway geometrics,
- (b) pavements,
- (c) earthwork,
- (d) drainage,
- (e) roadway appurtenances,
- (f) roadway signage and pavement markings,
- (g) bridges,
- (h) drainage and other water conveyances,
- (i) structure foundations,
- (j) causeways and shoreline protection,
- (k) erosion and sedimentation control,
- (l) environmental protection,
- (m) environmental mitigation measures and monitoring;
- (n) ROW verification, markers and definition, and
- (o) Removal of Bridge Debris for salvage by GOI

The Contractor shall furnish materials and construct all the necessary Work according to specifications and will be required to deliver a complete roadway that meets or exceeds the Contract requirements:

This description is not intended to be all-inclusive and a more-detailed description of the scope of the Work to be performed by Contractor follows.

C.4.2 Tabulation of the Work

The Project will be divided into various Task Orders and Construction Sections that may consist of roadway that requires no work or roadway that is to be rehabilitated or

roadway that is to be newly constructed. Some Sections may have additional construction items depending upon funding availability and/or the resolution of political issues.

C.4.3 Roadway

The design is in accordance with Class II, 2-lane, of the ASEAN highway standards and in accordance with AASHTO standards and other standards and references listed herein. Contractor may propose the use of US or other recognized equal or better construction standards for approval by USAID Contracting Officer.

C.4.4 Structures

The Work includes new structures and modifications to existing structures. Structural improvements include structure modifications, new bridges, bridge replacements, foundations, retaining walls, sign structures, drainage structures, culverts, culvert extensions and other miscellaneous structures. Structure modifications may include bridge widening, new approach slabs, seismic retrofitting of existing structures, and other miscellaneous modifications to existing structures.

C.4.5 Construction

Construction activities shall include roadway excavation, imported borrow, clearing and grubbing, pavement removal, asphalt concrete (AC) pavement, Class 2 aggregate base and subbase, edge drains, barrier rails, metal beam guard railing, lighting and other electrical Work, structures, erosion control, water pollution control, Hazardous Materials mitigation, environmental mitigation, signing and pavement markings, traffic control, restriping, temporary facilities related to stage construction if applicable, disposal of pavement and structure remnants not used in the fill or otherwise used on the Project, and other activities.

The term "construction" specifically excludes mobilization, site security and establishment of work yard(s), work areas and storage sites.

Except for the permits provided by USAID (if any), Contractor must obtain all necessary permits for implementation of the Project. Contractor shall minimize the impacts of construction and access restrictions on and to the adjacent businesses and homeowners in accordance with local ordinances and the temporary noise and construction mitigation requirements and other requirements of USAID-provided approvals.

C.4.5.1 Construction Work Areas

Contractor will be required to define Work Areas needed in the performance of the Work. If the Work Areas needed are located on GOI owned land, then Contractor may request approval to use the land from USAID. Approval for use of Work Areas must be granted in writing from USAID, a minimum of thirty (30) days prior to date when the Work Area will be needed. The use of these areas shall be at the Contractor's risk. The Contractor's liability policies for the Project shall also apply to the use of these areas. USAID and GOI shall also have unlimited access to these areas. Upon leaving these areas, Contractor shall remove all equipment, materials, and rubbish and restore the GOI owned property to its original condition.

Construction Work Areas that are required and not located on GOI owned property shall be the sole responsibility of the Contractor.

C.4.6 Quality Assurance/Quality Control (QA/QC)

Contractor shall develop and implement the Quality Management Plan (QMP) conforming with International Standards Organization (ISO) 9001:2000 Quality Management System (QMS) to address the QA/QC responsibilities in construction, materials acceptance testing, and mitigation compliance. The QMP shall be prepared under the direction of the QA/QC manager.

USAID shall review and approve Contractor's plans and submittals and provide QC inspection and QA material testing checks, as well as conduct QA reviews of Contractor's QA/QC activities.

C.4.7 Traffic Management

Contractor shall provide and implement a Traffic Management Plan (TMP) that accommodates Contractor's construction staging and sequencing plans. The TMP shall minimize Project-related traffic delay and potential accidents, as well as inconvenience to the public, by the effective application of traditional traffic mitigation strategies and an innovative combination of public and motorist information, incident management, construction and other strategies.

Contractor shall implement all necessary traffic mitigation measures to maintain local access and circulation. In conjunction with this requirement, Contractor shall furnish USAID and Local Agencies with all necessary documentation required for traffic management and control and receive approvals as deemed necessary.

C.4.8 Utility Relocation Services

Construction of the Project will affect both existing and planned utilities within the Planned ROW Limits. Contractor shall coordinate the Utility Relocation program with Project construction activities and prepare final Utility Sheets. Contractor shall be responsible for design and/or construction (and associated tasks) for certain Utility Relocations.

C.4.9 Safety

Contractor shall provide and implement a comprehensive Safety Plan for the safe construction of this Project that will ensure compliance with all applicable USAID and GOI Safety Standards. The Safety Plan must also consider the safety of employees of Contractor, Construction Supervisions personnel, USAID, and GOI personnel, as well as the public.

C.4.10 Hazardous Materials and Waste

Contractor shall be responsible for all Hazardous Materials Management necessary for the Project, subject to Contractor's entitlement to a change in accordance with FAR 52.243-4 under circumstances as specified therein.

C.4.11 Right-of-Way Engineering and Acquisition Services

GOI is responsible for obtaining property rights and providing site access for the Contractor. Refer to Section C.7 for information regarding the schedule for ROW parcel availability within the Planned ROW Limits and any temporary construction easements that GOI/USAID plans to provide.

C.4.12 Environmental Compliance

Contractor shall appoint a person(s) to be responsible for ensuring all construction activities are fully compliant with the approved environmental mitigation requirements imposed by the environmental documents (AMDAL and EA). Any breaches of environmental compliance and/or non-compliance with mitigation procedures by the Contractor will be grounds for withholding of progress payments and the imposition of fines,

Contractor may use the Best Engineering Practices recommended in the USAID approved Environmental Review Document (ERD).

C.5 Construction Requirements

C.5.1 Mobilization

CONTRACTOR shall be entitled to payment for mobilization in installments, in an amount equal to the bid item price for mobilization, not to exceed 10% of the Contract Price. Mobilization will be payable in separate payments based on certain milestones in any monthly invoice following achievement of such milestones. The first mobilization payment may be invoiced at any time after issuance of a Notice to Proceed, shall not exceed 6.5% of the Contract Price, and shall be deemed to cover premiums paid by Contractor for the Payment and Performance Bonds, Warranty Bonds, and insurance required to be provided by Contractor, as well as other initial expenses of mobilization. Such payment shall be made within ten Business Days after USAID verifies to its satisfaction that the Project office has been established in accordance with the Contract Documents and is fully functional and the Key Personnel identified in Section C.1.7 are on-site.. The second mobilization payment shall not exceed 2% of the Contract Price and may be invoiced with the first progress invoice after the issuance by USAID of a Notice to Proceed. The third mobilization payment shall not exceed 1% of the Contract Price and may be invoiced when at least 10% of the Contract Price (less mobilization) is earned. The final mobilization payment shall equal the remaining amount available and may be invoiced when at least 25% of the Contract Price (less mobilization) is earned.

C.5.1.1 Project Office

Contractor shall provide a centrally located, fully functioning Project office. Contractor shall provide separate accommodations within its facilities for USAID's representatives, GOI staff, and Construction Management staff, and others as may be required.

C.5.1.2 Field Offices

Contractor shall provide satellite field offices as needed for Construction Management and USAID staff.

C.5.2 Roadway Construction

C.5.2.1 General

Contractor shall provide erosion control and Site protection treatments for all areas where clearing or grubbing or excavation works are performed. Contractor shall comply with the restrictions regarding grading (including clearing and grubbing) set forth in the Environmental Documents.

Heavy earth moving equipment, excavators, cranes, or pile-driving equipment may not cross over existing bridges with axle loads heavier than normally allowed on the existing temporary roadways and bridges. However, Contractor may obtain permits to allow such

heavy equipment crossing, and they shall be obtained prior to any construction involving heavy equipment and shall include the necessary mitigation such as load spreading measures if required.

Contractor must perform the smoothness profile-graph on all new pavements and grind accordingly. All records of profile-graphs shall be sent to USAID in an organized and referenced file.

C.5.2.2 Clearing and Grubbing

No clearing and grubbing Work may start without an approved Temporary Erosion and Sediment Control Plan. (See also Section C.5.7.4).

C.5.2.3 Erosion Control

Contractor shall furnish erosion control in to prevent, control, and stop erosion and water pollution within the Project, thereby protecting the work, nearby lands, streams, and other bodies of water, including wetlands.

The Contractor shall schedule the work so that grading and permanent erosion control immediately follows clearing and grubbing. If conditions prevent such scheduling, temporary control measures will be required between work stages.

C.5.2.4 Fugitive Dust Plan

The Contractor shall be responsible for preparing, implementing, and submitting a Fugitive Dust Control Plan for USAID approval prior to the start of construction. The plan shall focus on reducing fugitive dust in order to minimize short-term air quality impacts to construction workers, the traveling public, and to adjacent populated areas. Where no populated areas are in close proximity, control measures may focus more on safety equipment for construction workers (such as face masks). The plan shall identify dust-producing activities that could affect people living in adjacent areas, measures planned to mitigate and prevent dust, methods of inspection, staff responsible to implement the plan, and procedures for tracking and reporting of air quality issues related to fugitive dust.

The Contractor shall consider long-term fugitive dust issues in the design and incorporate measures that will assist in implementing long term dust control in the Project, such as, but not limited to, revegetating disturbed areas along the exposed roadside shoulders.

C.5.3 Landscape

Prior to beginning any of the field construction activities, existing vegetation to remain shall be protected.

C.5.3.1 Restoration of Property and Landscape

The Contractor shall restore, at their own cost, property and landscaping outside of the ROW that are damaged in the course of construction to a condition similar or equal to that existing prior to the damage occurrence. Contractor shall repair, replace in kind, rebuild, replant, restore the property, or compensate the property owner should it be determined that the Contractor is at fault for the damage.

C.5.4 Materials Testing

Contractor will submit details to conduct trials on-site in order to verify that the construction techniques proposed will achieve the requirements detailed in the Contract Documents. The submittals will be for; but not restricted to the following work activities:

- (a) Earthworks Compaction Trials.
- (b) Sub-base and Base Compaction Trials
- (c) Asphalt Placement and Compaction Trials
- (d) Other Specialized Applications

The submittal should include details of the materials to be included in the trials. How the material will be placed, and the proposed method of treatment. These details should include such information as; moisture content; layer thickness, type of compactors, number of passes, method of compaction measurement, surface finish assessment and any other relevant details.

CMC/USAID will review the details of the proposed trial and advise as appropriate. CMC/USAID will observe the trials and review the results obtained. If the results are in compliance with the GOI Specification Standards, the trial(s) will be approved in writing. If the results are not in compliance, the trial method will be modified and the trial will be repeated until satisfactory methods and results are obtained.

C.5.4.1 Field Testing

Contractor shall perform all testing per the GOI General Specification. Contractor shall coordinate scheduling of the certification examinations with the CMC/USAID.

Contractor personnel performing field-testing shall maintain proper certifications as required by the GOI Specifications and Special Conditions. Contractor shall provide copies of field-testing results to the USAID for information. A copy of current certifications shall be provided to USAID.

CMC/USAID will review and approve the QA/QC Plans that include all welding activities, steel bridge structure, sign structures, and electric poles and shall participate in all pre-welding meetings to discuss the Welding QA/QC Plan and shall recommend approval of Contractor's QA/QC welding program, including steel bridge structures.

CMC/USAID shall review and comment on all mix designs for AC, review and comment on all QA/QC materials for AC submitted by Contractor, and perform batch plant inspection and source inspection for all material to be incorporated in the Work including concrete materials and plant. Contractor shall coordinate with USAID for plant inspection. USAID retains the right to perform independent QA testing as needed.

C.5.5 Testing Equipment

Strain gauge/hydraulic load cell-equipment calibration during bridge prestressing or tieback walls is necessary using certified, calibrated equipment. USAID will have an oversight/training role and will coordinate the use of such testing equipment.

The Contractor shall be responsible for providing flow cone (equipment) for testing of grout used in post-tensioning ducts.

The Contractor shall provide for the use of a profilograph for profilographing bridge decks.

C.5.6 Hazardous Materials

Contractor shall be responsible for the removal, handling, and transportation of Hazardous Materials (including asbestos, lead paint, ADL-affected soil, etc.) resulting from the Project. Contractor shall be responsible for filing any information regarding the discovery, handling, removal, and transportation of Hazardous Materials related to this Project with the appropriate GOI or local regulatory agencies. Such information includes investigation reports, health and safety plans, transportation and waste tracking documentation, field-testing results and reports, and correspondence, regulatory notifications, and any hazardous waste or contaminated material correspondence. All draft documents for the regulatory agencies are to be provided to USAID for review and concurrence.

Contractor shall have means for conducting emergency Hazardous Materials Management (i.e., tank removal, lead abatement, asbestos abatement, construction or other spills, etc.). The Construction Management oversight engineer shall be notified immediately of such conditions that may warrant emergency Work.

C.5.7 Temporary Field Structures Requirements

C.5.7.1 Temporary Bridge Design Criteria

The Contractor shall address the need and usage of temporary bridge elements. “Temporary Bridge” shall mean any bridge or portion of bridge that will carry public traffic but will not remain upon completion of the Contract. Temporary Bridge does not include falsework, shoring, or temporary work access structures or equipment support structures.

Haul bridges that will carry construction traffic over a public road shall be designed as temporary bridges. Temporary Bridges shall be approved prefabricated steel structures. Haul bridges shall be designed for any live loads that exceed -HS 20-44 live load and shall have live load deflections less than $L/800$.)

C.5.7.2 Temporary Works – Falsework, Forms, and Shoring

The Contractor shall address the design of temporary works. Temporary works shall include, but not be limited to, falsework, formwork, shoring, temporary work access structures or equipment support structures and shall be designed in accordance with the AASHTO Guide Design Specifications for Bridge Temporary Work and the AASHTO Guide Standard Specifications for Bridge Temporary Works.

C.5.7.3 Temporary Retaining Wall Design Criteria

The Contractor shall address the design of temporary retaining walls. The Contractor shall design temporary retaining walls in accordance with the applicable sections of the AASHTO Guide Design Specifications for Bridge Temporary Works. Structural components of temporary retaining walls may be reused as part of permanent retaining wall systems provided all of the structural support elements and materials of the permanent retaining walls meet the requirements for permanent structures.

C.5.7.4 Temporary Erosion and Sediment Control

The Contractor shall provide a Temporary Erosion and Sediment Control Plan (TESCP) that shall be prepared in accordance with GOI standards and FHWA guidelines. Runoff from construction areas shall be collected and treated and/or discharged consistent with FHWA guidelines.

The TESCP shall be prepared under the direction of, and signed by a Professional Engineer licensed in the United States. This plan is intended to be site specific to prevent, control, and stop erosion and water pollution within the Project, thereby protecting the work, nearby lands, streams, and other bodies of water, including wetlands.

If natural elements rut or erode the slope, the Contractor will be responsible to restore and repair the damage, with the eroded material where possible, and clean up any remaining material in ditches and culverts. The Contractor shall schedule the work so that grading and permanent erosion control immediately follows clearing and grubbing. If conditions prevent such scheduling, temporary control measures will be required between work stages.

C.5.8 Falsework, Shoring, Rebar, and Form Guying

All falsework, shoring, rebar, and form guying shall require design plans and calculations performed by and independently checked by US licensed engineers. The engineers performing the independent check may be employed by a different entity, if desired, but the checking must be clearly independent. All plans must be stamped and approved by both engineers before submittal to CMC/ USAID for review and comment.

C.5.9 Construction Surveys

Contractor is responsible for all surveys necessary for the Work. A licensed surveyor, licensed in the United States, shall oversee all surveys.

Contractor shall review and update, as necessary, the topographic mapping provided as part of the RFP Package drawings, record monuments, provide additions to the field surveys, and update the topographic mapping for the Work. Updated topographic mapping shall be provided at a 1:500 scale. Contractor shall be responsible for the final precision and accuracy of all survey and mapping Work products. Contractor shall plan, schedule, and complete all land surveys and mapping in accordance

C.5.9.1 Construction Surveys Staking

Contractor shall furnish and set all construction stakes, points, nails, and marks to establish the lines and grades required for the completion of the Work. Survey control points are provided on the plans.

Construction staking shall be performed and replaced as necessary to control the Work. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed Work conforms to the lines, grades, and sections shown in the plans. Contractor shall make all computations necessary to establish the exact position of the Work from the control points. Stakes and other means used for control of any operation shall be installed sufficiently in advance of construction for Contractor to perform QA/QC, and, if necessary, for USAID to review construction staking and staking notes for conformance to the Contract Documents.

All construction staking is to be accessible to the inspector for verifying that the Work is constructed to specified line and grade, and the staking shall not be for the sole benefit of Contractor. Construction stakes shall be removed from the Work area when no longer needed.

C.5.9.2 Construction Survey Records

All computations, survey notes, adjustments, closures, and other construction survey records necessary to accomplish the Work shall be neat, legible, and accurate. Copies of the same shall be submitted to CMC/ USAID two (2) days before use.

All survey records shall be maintained by Contractor in a neat and orderly manner, shall be available for interim review, and shall be provided to and become the property of USAID at the completion of construction staking and prior to Project Acceptance. Two (2) copies of the final survey notes shall be provided prior to Project Acceptance.

Vertical alignment, grid-grade notes, topographic survey notes of conforming features, and coordinates of centerlines and layout lines shall be submitted to CMC/ USAID for review of each element for which they apply.

C.5.9.3 Construction Survey Control Points

Contractor shall establish horizontal and vertical control for the Project before commencement of construction. Contractor shall protect control points and shall validate or replace damaged/destroyed points at its expense. Contractor shall establish and maintain the primary and secondary survey networks of points, as necessary, to provide control for construction staking. The primary and secondary control points shall be subject to review by CMC/ USAID.

C.5.9.4 Monuments

Contractor shall be responsible for perpetuating ROW monuments in accordance with GOI law and will notify CMC/ USAID of any monuments that could potentially be disturbed by the Work.

C.5.10 Materials On-Site

Contractor may use materials such as stone, gravel, sand, or other materials found in excavations within the area of construction if such material meets the requirements of the Contract Documents. Material that is excavated and meets specifications for the Project may be used on the Project or shall be removed as excess material and disposed of by Contractor at no cost to USAID. Material that is excavated and does not meet specifications for the Project shall be removed as excess material at no cost to USAID.

C.5.11 Materials Approval Form

The Contractor may use the following form for obtaining approval of materials or may use its own form provided the information and signatures are similarly recorded.

Description of Items submitted

- ☐ B.O.Q. Item No. (Copy attached & marked)
- ☐ GOI Specification Section and Clause No. (Copies attached & highlighted)
- ☐ Relevant Addendums or Other Revisions (Copies attached & highlighted)
- ☐ Relevant Drawing/s (Copies attached & marked)
- ☐ Manufacturers Technical Literature and/or Drawing (Copies to be attached)
- ☐ Test Results or Other Pertinent Certification (Copies to be attached)
- ☐ Manufactured Products
- ☐ Name and Address of Supplier:
- ☐ Name and Address of Manufacturer:
- ☐ Raw Materials
- ☐ Name and Address of Supplier :
- ☐ Source of Material :

Material Produced on Site

- ☐ Type of Material:
- ☐ Date of approval of raw material used in manufacture:

Applicable Specified Standards

We certify that the above materials conform to the requirements of the relevant Specifications and Standards:

Signed _____ for Contractor _____ Date _____

The foregoing item/s are considered equal to the specified item for the following reasons:

Signed _____ for Contractor. _____ Date _____

Remarks or Comments

-----**Signed by Senior Materials Engineer**-----

C.5.12 Source of Supply and Quality of Source Materials

Contractor shall furnish only new materials for incorporation into the Work, except as specifically otherwise permitted in the Contract Documents. Materials shall be manufactured, handled, and used in a competent manner to ensure that completed Work complies with the Contract Documents. Contractor may propose utilizing "used" material for the Work under the value engineering provisions of the Contract Documents for CMC/USAID written approval.

The contractor shall supply a list of all materials suppliers including concrete, AC granular materials and manufactured products.

Materials to be used in the Work shall be subject to inspection and replacement as described in the Contract Documents. Quality of all materials shall conform to that specified in the Contract Documents.

Manufacturers' test reports may supplement Contractor's inspections, sampling, testing, and certification provisions. When material that cannot be identified with specific test reports is proposed for use, USAID may select, at its discretion, random samples from the lot for testing by Contractor, or by another appropriate testing party, at Contractor's expense, as determined by USAID. The number of such samples and test specimens shall be entirely at the discretion of USAID.

When requested by CMC/USAID, Contractor shall furnish to CMC/USAID samples of all materials to be incorporated into the Work. No material that is subject to such a request shall be used prior to approval by USAID. Contractor shall provide the samples to USAID no later than seven (7) calendar days prior to the scheduled date to incorporate said materials in the Work. Samples of materials from local sources shall be taken in the presence of USAID. Any samples not taken in the presence of USAID shall not be considered for any testing purposes. Proposed materials must be certified by lab report.

Manufacturers' warranties, guarantees, instruction sheets, parts lists, and other material that are furnished with certain articles or materials incorporated into the Work shall be delivered to USAID prior to Project Acceptance.

C.5.13 Storage of Materials

Articles and materials to be incorporated into the Work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work, and to facilitate inspection. Storage shall comply with environmental documentation and permits, and it shall not be permitted in ESA or biosensitive communities.

C.5.14 Inspection of Work

C.5.14.1 General Inspection of Work

CMC/USAID shall be informed before the start of any activity so that CMC or USAID may be given the opportunity to inspect the Work. Before any Work is performed outside the normal work hours (i.e., Sundays or night work), Contractor shall request inspection in writing.

C.5.14.2 Inspection of Grading Work and Related Geotechnical Activities

For geotechnical and grading Work, Contractor shall ensure that experienced, qualified, professional geotechnical engineers and engineering geologists are available to monitor and report on geotechnical and geologic aspects of the construction. The number of such personnel provided shall be sufficient to provide full-time inspection to properly observe, investigate, test, and document excavation and embankment construction and to identify corrective measures for both anticipated and unforeseen conditions that may arise during excavation and embankment construction Work.

The responsibilities of Contractor's geotechnical/geologic consultant shall include:

- (a) Inspection and testing to ensure that all compressible/collapsible soil and/or debris have been removed prior to backfilling.
- (b) Inspection and geologic mapping of all fill keys to ensure that the geologic conditions are favorable for the stability of the finished fill. Provide recommendations and design for additional keys and buttress fills where deemed necessary for stability of fills.

- (c) Inspection and geologic mapping of temporary cut slopes on a regular basis to ensure that they are stable and safe for their intended use and do not jeopardize adjacent structures.
- (d) Preparation of an As-Built materials report containing cut slope mapping, cleanout notes, etc.
- (e) Inspect excavations for spread footings for structures.
- (f) Provide daily reports of all Work performed by the end of the shift.

C.5.15 Removal of Nonconforming Work

Contractor shall remove or remediate nonconforming Work in accordance with the terms set forth in the Contract

C.5.16 Shop and Working Drawings

Contractor shall furnish supplemental shop and working drawings to the Final Design Documents, as necessary, to adequately define and control the Work. Shop and working drawings for the permanent Work shall include prestressing plans, structural steel fabrication plans, anchor bolt layouts, shop details, erection plans, equipment lists, and any other information specifically required within the specifications. The documents shall be submitted to CMC/USAID for review for Contract compliance. CMC/USAID may provide comments, which shall be incorporated into the documents at no cost to USAID.

Shop and working drawings that affect public health, welfare, or safety shall be submitted to CMC/USAID for review. An independent check by the designer is mandatory and must be stamped and signed by a licensed engineer. Shop and working drawings to be submitted to CMC/USAID for review shall include drawings and calculations for excavation shoring, cribs, cofferdams, false work over or within ROW, and other public and private properties including Utilities, overhead signs, temporary support systems, haul bridges, formwork, and other temporary work, and they shall describe the methods of construction proposed to be used for the Work.

Contractor shall obtain all necessary approvals from USAID for shop and working drawings for prestressing and sign structures, and said approvals, along with copies of all approved drawings, shall be provided to USAID by Contractor at least one (1) business day prior to the start of any Work detailed by those drawings. Contractor shall make no changes in any approved shop or working drawing after submittal to USAID.

Shop and working drawings for the following items of Work are required to be submitted to CMC/USAID: prestressing details, culverts, bridge abutments and piers, foundations, rebar bending schedules, road alignment and setting out details for guardrail, barriers, etc., embankment details including limits of erosion control and any other special treatments such as geotextile, etc., drainage details and setting out information, pumping facilities, buildings, structural steel, and Precast concrete. Such drawings may also be subject to approval by Local Agencies.

Contractor shall consult with CMC/USAID and all applicable Utility Owners and Local Agencies that may require review of shop and working drawings, and shall coordinate the preparation, submittal, and review of all such shop and working drawings and obtain any required approvals prior to construction of the affected element of the Work. Where

encroachment or other permits are required from GOI, Utility Owners, or Local Agencies, shop and working drawings shall be submitted to them for review and approval in accordance with their applicable requirements.

C.5.17 Maintenance Work

C.5.17.1 General

Contractor shall be responsible for the maintenance and upkeep of the entire area within the Planned ROW Limits, including highways, local roads, bridges, landscaping and appurtenant facilities, and shall also be responsible for maintenance and upkeep of facilities within those portions of the Project Area outside of the Planned ROW Limits while construction Work is ongoing in the area or while such facilities are being used for MOT related to the Project. The goal shall be to maintain the facilities in the condition in which they have been constructed, or as close to such condition as is reasonably possible. Maintenance responsibilities shall include the operation of highway and local road facilities and services to provide satisfactory and safe conditions for highway and local road traffic and emergency responses as necessary to ensure public safety in all areas open to public traffic.

C.5.17.2 Scope and Schedule of Maintenance

The areas/facilities to be maintained include both the areas/facilities under construction and the areas/facilities open to public traffic, including existing facilities. Contractor shall be responsible for all maintenance work normally performed by others for such facilities. CMC/USAID shall have the right to enter the Project Area at any time to perform maintenance and maintenance inspection. Contractor shall cooperate with CMC/USAID on all maintenance issues within the Project Area.

Responsibility for maintenance of the area within the Planned ROW Limits shall commence upon start of construction Work (which shall occur only after approval of the Maintenance Work Plan as described below), and responsibility for maintenance of facilities in other areas shall commence upon start of construction affecting such areas. Maintenance responsibility shall end for each facility or Project segment on the earlier of the date of Project Acceptance or the date that the facility or Project segment is accepted by USAID and Local Agencies for maintenance in accordance with the Contract.

Contractor shall perform those maintenance activities specified in Table 1 below. If conditions arise requiring maintenance work that is not included as part of the Work, Contractor shall promptly notify USAID of such conditions so that appropriate corrective action may be arranged.

Should Contractor fail to perform any of the required Project maintenance activities, USAID reserves the right to perform such Work at Contractor's expense.

C.5.17.3 Maintenance Work Plan

Contractor shall prepare a Maintenance Work Plan, including plans for the implementation, coordination, and scheduling of maintenance activities and maintenance inspections for the Project. The Maintenance Work Plan shall include the results of a pre-construction survey of the existing conditions within the Project Area, particularly existing roads, and shall provide for a post-construction survey to be performed as a part of Project Acceptance procedures. The Maintenance Work Plan shall require quarterly reports to be provided to USAID describing the status of maintenance activities

performed, including the status of Extra Maintenance Work, and maintenance inspections accomplished. The Maintenance Work Plan, with the pre-construction survey, shall be submitted to CMC/USAID for approval within 10 calendar days prior to commencement of Work. Contractor shall not commence construction until the Maintenance Work Plan is approved by USAID.

C.5.17.4 Extra Maintenance Work Versus Construction Related Maintenance Work

Table 1 identifies certain maintenance activities to be performed by Contractor. The table is not intended to be an all-inclusive description of maintenance activities required to be performed under the Contract Documents. Furthermore, various provisions of the Contract Documents contain requirements applicable to maintenance activities. For example, Contractor is required to maintain pre-construction condition of existing pavement within the Project Area that has not been installed by the Contractor, is open to public traffic, and was maintained by Local Agencies or others. Contractor is required to maintain the condition of temporary pavement installed by Contractor.

C.5.17.5 Extra Maintenance Work

USAID shall have the right to direct Contractor to perform Extra Maintenance Work as described herein, subject to payment on a time and materials basis from the allowance amount identified in the Contract. Extra Maintenance Work is limited to those items identified as such in Table 1, as well as those items identified in Table 1 as being covered by the lump sum Contract Price. Extra Maintenance Work is intended to include only those maintenance activities required as the result of events beyond the control of Contractor or Contractor-Related Entities, such as repairs and replacements due to crash damages caused by the traveling public due to no fault of any Contractor-Related Entities. Any repairs or replacements due to events caused by any Contractor-Related Entity shall not be considered Extra Maintenance Work. The cost of repairs and replacements in areas which are not open to public traffic shall be eligible for reimbursement hereunder only to the extent caused by an unusual and unanticipated occurrence (for example, damage caused by an airplane crash or by an earthquake with a magnitude greater than 3.5 on the Richter Scale).

If Contractor determines that Extra Maintenance Work is necessary, Contractor shall notify USAID at least 30 calendar days in advance of the anticipated start date of needed repairs and shall reflect the anticipated repair work on the monthly Maintenance Work Plan update. If USAID agrees with the Contractor's assessment, USAID will direct the Contractor to perform the work and will provide compensation in accordance with the Contract.

If any repair or replacement that fits within the definition of Extra Maintenance Work is covered by insurance required to be provided under the Contract Documents, reimbursement shall be made by USAID only up to the amount of the insurance deductible, with any remaining amounts to be reimbursed directly from insurance proceeds.

C.5.17.6 Maintenance Work and Extra Maintenance Work Activities

Table 1 identifies certain categories of maintenance activities that are included in the lump sum Contract Price and also identifies the different categories of Extra Maintenance Work.

Table 1 - Maintenance Work and Extra Maintenance Work

Contractor's Maintenance Responsibility	Maintenance Work Covered by the Contract Lump Sum ⁽¹⁾	Extra Maintenance Work Covered by Force Account
Develop and Implement Maintenance Work Plan	X	
Maintain Pollution Prevention Measures	X	
Maintain Existing Pavements	X	
Maintain Existing Structures	X	
Maintain Drainage	X	
Maintain Pumping Stations and Sumps, if any	X	
Maintain Other Pumps and Electrical, if any	X	
Vegetation Control ⁽²⁾	X	
Litter Removal, Sweeping, and General Housekeeping ⁽²⁾	X	
Maintain Fencing (ROW)	X	
Lighting Maintenance and Repairs/Replacements	X	
Maintain Landscaping	X	
Repair/Replace Existing Roadside Signs		X
Replace Damaged Guardrail/Barriers (all types, anchors)		X
Repair crash damages to permanent structures		X
Repair crash damages to lighting and lighting standards		X
Extraordinary/Emergency Maintenance		X
Cost of repair of damage caused by an unusual and unanticipated occurrence. ⁽³⁾		X

(1) These categories do not cover construction-related maintenance, because construction-related maintenance is deemed to be included with other items of Work and is therefore covered by the Contract Price allocable to such other items of Work.

(2) Activities will be curtailed while Work areas/facilities are under construction and/or not open to public use or view.

(3) Coverage for repair of damage caused by earthquake is subject to the following conditions:

(a) Contractor's written request for coverage of rebuilding, repairing, restoring or otherwise remedying the damage to work caused by the earthquake shall be submitted to USAID before performing work other than emergency work.

Nothing in this section shall be construed to relieve Contractor of the responsibility to protect the Work from damage. Contractor shall bear the entire cost of repairing damage to the Work caused by an earthquake to the extent that USAID determines the damage was due to the failure of the Contractor to comply with the requirements of the Contract Documents, take reasonable and adequate measures to protect the Work or exercise sound engineering and construction practices in the conduct of the Work.

The repair work shall consist of restoring the in-place construction (for the purposes of this section, erected falsework and formwork shall be considered in-place construction) to the same state of completion to which the Work had advanced prior to the earthquake. Emergency work, which USAID determines would have been part of the repair work if it had not previously been performed, will be considered to be part of the repair work.

Nothing in this section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the Work and to materials, tools and equipment (except erected false work and formwork) used to perform the Work, or to relieve the Contractor of responsibility under the Contract.

The cost of repairing damaged work, which was not in compliance with the requirements of the Contract Documents, shall be borne solely by Contractor, and those costs shall not be reimbursable.

The Maintenance Work shall at all times fully comply with all environmental requirements, mitigation measures, and other restrictions specified in the Governmental Approvals for the Project.

C.6 Maintenance of Traffic

C.6.1 General MOT Requirements

The Contractor shall provide a plan addressing maintenance of traffic (MOT), including providing for the safe and efficient movement of people, goods, and services through and around the Project, from NTP to Project Acceptance, while minimizing negative impacts to residents, commuters, and businesses.

Traffic must be given clear direction at all times as to which pathway to follow. The Contractor shall manage all MOT work in strict compliance with the requirements of this Scope of Work. When any Road is closed to traffic, a detour plan shall be provided. Pedestrian access on all sidewalks and intersections shall be maintained along rural and local roads insofar as it is possible.

C.6.2 Mandatory Standards and Publications

The Contractor shall develop and implement the MOT plan in accordance with the requirements of the standards listed by priority below.

Table 2 - Mandatory Standards for Maintenance of Traffic

Author or Agency	Title	Date
GOI	GOI MOT Standards	Latest Edition
FHWA	Manual on Uniform Traffic Control Devices—in particular, Part VI (Temporary Traffic Controls)	Latest Edition

The Contractor shall use the Latest Edition of each listed standard in effect on the Proposal Date.

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest adopted edition of the MUTCD, published by the U.S. Department of Transportation. Judgment of the quality of devices furnished will be based upon Quality Standards for Work Zone Traffic Control Devices, published by the American Traffic Safety Services Association. Where required, flagmen shall be trained.

The condition of construction signs and traffic control devices shall be new or “acceptable” as defined in the book Quality Standards for Work Zone Traffic Control Devices.

C.6.3 MOT Functions

The Construction Contractor shall, at a minimum, be responsible for the following MOT functions:

- (a) Develop a detailed MOT Plan, obtain approval of CMC/USAID, then implement and (as necessary) revise the plan.
- (b) Furnish, install, inspect, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic, including the immediate repair or replacement all traffic control devices that become damaged, moved, or destroyed through the Project during the life of the Contract from the start of the Contract operations to the final completion thereof.
- (c) Furnish, install, inspect, maintain, and remove all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades, through the Project during the life of the Contract from the start of the Contract operations to the final completion thereof.
- (d) Communicate with and update the Provincial Public Works and other pertinent agencies regarding MOT.

C.6.4 Development of MOT Plan

The Contractor shall develop and obtain CMC/USAID’s approval of a detailed MOT Plan that includes all construction stages and phases, and identifies opportunities to expedite construction throughout the course of the Project. The MOT Plan shall be prepared by an engineer with experience in traffic control plan preparation.

The MOT Plan shall at a minimum:

- (a) Advise, warn, and alert the traveling public of construction in advance of the Project termini and on all roads, streets, and public trails approaching or crossing the Project.
- (b) Control and guide traffic through the Project.
- (c) Protect, warn, and exclude traffic and protect workers at all work sites.
- (d) Provide necessary flag persons.
- (e) Be published in the local language unless dual language is required.

It is not the intent of USAID for the construction staging sequence in the initial MOT Plan to impede or encumber timely completion of the Project. As construction progresses and if unforeseen conditions are encountered, the Contractor shall respond to the current Project circumstances by proposing revisions of its MOT Plan that ensure the Project schedule and the traffic management objectives of the Project are met.

The Construction Contractor shall implement all elements of the approved MOT Plan and MOT Details, including the construction and maintenance of all traffic control signing and traffic control devices. The Construction Contractor may be required to alter traffic control signing, markings, devices, traffic signals, or other improvements outside the limits of the Project. Any such alteration shall be subject to review and approval of the USAID and the Provincial Public Works. When such changes are no longer required to maintain traffic, the Contractor shall return all such altered items to their original preconstruction state within five Working Days, unless directed otherwise by CMC/USAID.

The Contractor must modify its proposed MOT Plan if requested and as deemed necessary by GOI or USAID/CMC.

C.6.4.1 MOT Design Criteria

All construction signs, flaggers, spotters and other traffic control devices shall be shown on the traffic control plan(s) except for emergency situations. Where mainline traffic controls plans are developed with the intent of operating without the use of flaggers or spotters, the plans shall note that intent. The use of flaggers or spotters to supplement these traffic control plans will not be allowed except in a case where no other means of traffic control can be used or in the event of an emergency. The modified plans must show locations for all required advance-warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan must include appropriate illumination approved by USAID/CMC for the flagging station.

The MOT plans shall include, at a minimum, the following items:

- (a) Complete plan sheets and details for all stages of construction.
- (b) The appropriate details when temporary construction of any of the following is required to maintain traffic: traffic signals, detour roadways, bridges, retaining structures, drainage, and other miscellaneous construction.
- (c) Roadway plan sheets showing all traffic control devices that are in place that need to be retained, relocated, or removed and all temporary traffic control devices that need to be installed, retained, relocated, or removed.
- (d) The spacing, size, color (legend and background, if applicable) and quantity of all traffic control devices.

- (e) Access to the work zones, ingress and egress for construction vehicles.
- (f) Roadway plan sheets with the location of each sign so it can be easily read in relation to the roadway and other traffic control devices. A small scale layout of each sign shall be shown on the corresponding roadway plan sheet where the sign is to be placed.
- (g) Provisions for using temporary guardrail, temporary concrete barrier wall, or attenuators to satisfy clear zone requirements and to protect the traveling public.
- (h) Temporary lighting, as required
- (i) Signing plan sheets shall include layouts showing the locations of signs, special sign details, clear zones and structural and foundation requirements.
- (j) Methods for covering, partially covering or modifying signs when not applicable to the current phase.
- (k) Pavement marking plan sheets shall include striping, crosswalks, intersection details, and traffic delineators.
- (l) Type and location of all pavement markings to be installed, removed, or renewed for each stage and placement location of the final pavement markings.
- (m) Access and control of bicyclists and pedestrians including persons with disabilities in accordance with the GOI standards through the traffic control zones.
- (n) Detail modifications to the Project MOT to address periods of suspended Work
- (o) A switching procedure for each control stage change identified in the MOT plans. The switching procedure shall consist of the methods, actions, and signing necessary to complete the switch and the number and duties of traffic personnel assigned to perform the switch.
- (p) The traffic control plans shall be complete including all necessary details. Only approved traffic control plans shall be used, typical plans are not acceptable unless incorporated into the approved plans.
- (q) The MOT Plan shall accommodate for oversized vehicles and shall be coordinated with GOI/USAID when detours or limited vertical clearance are included in the MOT plans.
- (r) A minimum vertical clearance of 5 meters shall be maintained for GOI rural highways unless otherwise specified by GOI regulations.

Traffic lane closure restrictions will be provided by GOI.

The existing number of through lanes must be maintained on all local roads during the restricted hours. Turn lanes shall be a minimum of 3.5 meters wide, through lanes shall be a minimum of 3 meters wide and all curb lanes shall be a minimum of 3.5 meters wide. Provisions for operating single lane for limited periods may be considered when necessary.

A minimum 0.6 meter shy distance and 0.6 meter for sliding distance behind the barrier shall be provided for any temporary or permanent barrier device. Impact attenuators shall be used to protect the ends of any barriers within the clear zone.

The maximum design speed for MOT within work zone(s) shall be per Indonesian standards and practices as provided by GOI. Where criteria and standards are not available, the MUTCD shall be used as appropriate

C.6.4.2 Performance Requirements

The MOT Plans shall consider, at a minimum, the following:

- (a) Procedures to identify and incorporate the needs of transit operators, utility owners, schools, and business owners in the Project corridor.
- (b) Procedures for obtaining acceptance and implementing road and lane closures.
- (c) Process for developing and obtaining Acceptance by stakeholders of switching procedures.
- (d) Procedures to identify and incorporate the needs of agencies affected by the work.
- (e) Process for signing transitions during construction from one stage to the next and from interim to permanent signing.
- (f) Procedures to identify and incorporate the needs of emergency service providers, law enforcement entities, and other related corridor users. Also include procedures to ensure all information needed by these agencies to protect the public is available.
- (g) Process to identify, produce, and receive acceptance for designs of any necessary temporary traffic signals.
- (h) Methods and frequency of inspection and maintenance of all traffic control throughout the Project's limits.
- (i) Descriptions of Contact methods, personnel available, and response times for responses to any conditions needing attention during off-hours. Include communications plan to field offices.
- (j) Identification of measurable limits for the repair and replacement of traffic control devices, including pavement markings.
- (k) Provisions to maintain existing access to all properties within the Project limits for the duration of the Project, except as provided by other sections. Appropriate information about access modifications shall be made available to the appropriate parties.
- (l) Provisions to provide continuous access to established truck routes, hazardous material (HazMat) routes, transit routes, school bus routes and emergency routes.
- (m) Procedures to modify the plans as needed to adapt to current Project circumstances.
- (n) Procedures to determine detour routes and for obtaining acceptance from all stakeholders for all proposed detour routes. The use of detour routes shall be kept to an absolute minimum.
- (o) Procedures to communicate MOT information to the public.
- (p) Procedure to accommodate adjoining project's MOT plans if applicable.
- (q) Procedure to accommodate the MOT plans when the staging schedule of the Project or any adjoining project changes.

C.6.5 Approval of MOT Revisions

The Contractor must submit proposed MOT revisions to CMC/USAID at least ten (10) Working Days before the start of construction, and obtain USAID approval before implementation.

C.7 Right of Way

This Section identifies the planned schedule for acquisition of parcels within the Planned ROW Limits, as well as certain requirements to be met in connection with any additional acquisitions requested by Contractor.

C.7.1 Parcels Within Planned ROW Limits

Table 3 identifies the parcels within the Planned ROW Limits to be acquired by GOI and the minimum time for provision of access. USAID shall have no obligation to provide access to any of the parcels within the Planned ROW Limits in advance of the latest date for access set forth in this table or the Project Schedule. Contractor acknowledges that all of the properties necessary to complete the Project are identified in Table 3 and that any Additional Properties identified by Contractor and approved by USAID will be acquired in accordance with the Contract Documents.

Table 3 - ROW Takes and Temporary Construction Easements

ROW Acquisition Schedule						
KM				Projected Acquisitions		
From	To	Work	ROW Approval	Take	Early	Late
5	14.25	Widening of Existing Road	Under Design	Partial	TBD	TBD
31	46	Safety Improvement Only	N \ A		TBD	TBD
46	47	New Construction	Under Design	Full	TBD	TBD
47	52.5	Widening of Existing Road	Under Design	Partial	TBD	TBD
62	70	Safety Improvement Only	N \ A		TBD	TBD
70	76	Widening of Existing Road	Under Design	Partial	TBD	TBD
76	77	Safety Improvement Only	N \ A		TBD	TBD
77	78	Widening of Existing Road	Under Design	Partial	TBD	TBD
92	97	Widening of Existing Road	Approval Process	Partial	TBD	TBD

ROW Acquisition Schedule						
KM				Projected Acquisitions		
From	To	Work	ROW Approval	Take	Early	Late
97	100.5	New Construction	Approval Process	Full	TBD	TBD
100.5	102	Widening of Existing Road	Approval Process	Partial	TBD	TBD
102	104	New Construction	Approval Process	Full	TBD	TBD
104	105	Widening of Existing Road	Approval Process	Partial	TBD	TBD
105	105.5	New Construction	Approval Process	Full	TBD	TBD
105.5	107	Widening of Existing Road	Approval Process	Partial	TBD	TBD
107	109	New Construction	Approval Process	Full	TBD	TBD
109	110.5	Widening of Existing Road	Approval Process	Partial	TBD	TBD
110.5	118	New Construction	Approval Process	Full	TBD	TBD
118	119.5	Widening of Existing Road	Approval Process	Partial	TBD	TBD
119.5	128.5	New Construction	Approval Process	Full	TBD	TBD
128.5	136	Widening of Existing Road	Approval Process	Partial	TBD	TBD
136	136.5	New Construction	Approval Process	Full	TBD	TBD
136.5	140	Widening of Existing Road	Approval Process	Partial	TBD	TBD
140	142	New Construction	Approval Process	Full	TBD	TBD
142	148	Widening of Existing Road	Approval Process	Partial	TBD	TBD
148	152.5	Widening of Existing Road	Approval Process	Partial	TBD	TBD
152.5	155.5	New Construction	Under Design	Full	TBD	TBD

ROW Acquisition Schedule						
KM				Projected Acquisitions		
From	To	Work	ROW Approval	Take	Early	Late
155.5	243	To Be Determined when Alignment is finalized				

C.7.2 Early Access

Where early access or rights of entry are requested by Contractor for any parcels within the Planned ROW Limits or any Additional Property intended to be used for permanent improvements, Contractor may, with USAID's written consent, and subject to the provisions of the GOI, negotiate with property owners or occupants for early access or temporary use of land, provided there is no violation of law. Contractor's negotiations with property owners or occupants for early rights-of-entry shall occur only under such terms and conditions stipulated by USAID and/or GOI, subject to the proviso that USAID/GOI's consent may be withheld or withdrawn at any time at their sole discretion.

C.7.3 Additional ROW

C.7.3.1 Avoidance of Additional Acquisitions

Contractor shall not make any changes to the design of the Project that require the acquisition of Additional Properties, without USAID's prior written approval. The tops and bottoms of slopes for the roadway improvements shall be included within the Planned ROW Limits. Contractor shall exercise particular care to avoid the need to acquire land owned by a public entity for a use inconsistent with highway use.

C.7.3.2 Limitations

Contractor shall make reasonable efforts to restrict additional costs to the Project, including costs of Additional Properties, associated with changes to the design. Contractor acknowledges that acquisition of the Additional Properties will be limited to that land and those interests in land necessary for highway purposes, but it will also include any portions of the Additional Properties deemed by the owners of such Additional Properties and USAID to be an uneconomic remainder. Except as provided in the Contract, Additional Properties shall not include properties necessary for excessive work space (as determined by USAID), Contractor lay-down areas, or material storage areas.

C.7.3.3 Requests for Additional Properties

If Contractor wishes to request GOI to acquire Additional Property that will be needed for permanent Project use, Contractor shall prepare and submit to USAID a formal request setting forth all information required. A separate request to acquire Additional Property shall be prepared for each property owner. The request shall include:

- (a) a legal description of the proposed property sufficient for GOI to acquire the Additional Properties;
- (b) name of owner;

- (c) extent of acquisition (partial or full acquisition);
- (d) duration of need for property (permanent or length of temporary use);
- (e) type of granting instrument (fee, easement, etc.);
- (f) a real/personal property report;
- (g) analysis regarding need to acquire the parcel (including analysis regarding alternatives to the acquisition);
- (h) value engineering analysis, if applicable; and
- (i) desired date for provision of access.

The real/personal property report shall categorize the Additional Property as real estate, tenant-owned improvements, or personal property. Contractor shall provide such additional information as is requested by USAID/GOI.

Contractor acknowledges that GOI has no obligation to acquire Additional Properties and that, if USAID agrees to pursue an acquisition, USAID will not be bound by the Contractor's desired access date.

C.7.3.4 Relocations

Contractor shall cooperate with GOI in the relocation of any occupants from any property within the Planned ROW Limits or from any Additional Property that GOI agrees to acquire.

C.7.3.5 Schedule

Upon approval of a request to acquire Additional Properties, USAID will provide Contractor with an estimate of the date of acquisition, provided that USAID shall not be responsible for any delays in the acquisition of such Additional Properties.

C.7.4 Risk of Loss and Obligation to Maintain and Repair

The Contractor shall be required to provide a Property Management Plan and submit to USAID for approval. The plan must assure that all acquired ROW parcels are maintained in a manner which will prevent, minimize, or correct problems such as vandalism, trespassing, rodent infestation, illegal dumping or disposal of rubble, and other debris on any ROW parcel.

C.8 Utility Relocations

C.8.1 Contractor's Utility Relocation Obligations

Contractor shall coordinate and cooperate with GOI, USAID, CMC and Utility Owners to ensure that all Relocation work, whether performed or furnished by Utility Owners or by Contractor, is performed in coordination with the Project Master Schedule. Except as otherwise stated, Contractor is responsible for performing Utility Work, and the term "Utility Work" includes, all work related to new and existing Utilities that is necessary to accommodate the Project for acquisition of Utility Easements. Relocation of a Utility may be necessary to accommodate the Project for either or both of the following reasons:

- (a) a physical conflict between the Utility and the Project, and/or

- (b) an incompatibility between the Project as designed and the Utility based on requirements of the applicable Utility Standards and/or applicable GOI Rules (even if there is no physical conflict).

The limits of Relocation of existing Utilities extend as far as is necessary to accommodate or permit construction of the Project in accordance with the foregoing, whether inside or outside the Planned ROW Limits.

Except as otherwise expressly stated in the Contract, all Utility Work is included in the Contract Price and shall be performed at Contractor's cost. Betterments are excluded from the Work, unless initially included in the scope of the Work as or specifically added to the Work in accordance with the Contract.

This shall not apply to existing or planned storm drain facilities providing drainage for the property on which the Project is to be constructed or highway signage, all of which shall be installed, removed, relocated, and/or protected in place by Contractor and/or the owners thereof. However, Contractor shall repair any damage caused by construction of the Work.

C.8.1.1 Utility Work

Except as otherwise stated in the Contract, Contractor's obligations with regard to Relocations shall include the following activities:

- (a) Performance of all tasks, obligations, and duties, and bearing all costs, if any, that may be assigned to USAID and/or Contractor by the terms of any agreements with the Utility Owners.
- (b) Identification and verification of all Utilities located within or near the Planned ROW Limits or that may otherwise be impacted by the Project.
- (c) Furnish the design, construction, and associated tasks for all Relocations for which such responsibility is assigned to Contractor pursuant to the Contract.
- (d) Resurfacing and re-striping of streets; reconstruction of curb, gutters, and sidewalks; reinstallation of signage; and reinstallation or replacement of traffic signals, where necessary, due to Utility Work performed by Contractor or when necessary due to Relocation work performed by a Utility Owner on account of the Project within the Planned ROW Limits.
- (e) For Relocation work performed by others, inspection and verification that each affected Utility, as designed, permitted, and constructed by others, is compatible with the requirements of the Project.
- (f) Identification and provision of all required details for any additional or replacement Utility Easements that must be acquired by USAID for the respective Utility Owner(s).
- (g) Coordination and schedule verification with all Utility Owners, as necessary, for all Relocation work.

C.9 Environmental Requirements

C.9.1 Recognized Environmental Conditions

Environmental Approval Documents have been prepared and certified by GOI. Contractor shall be responsible for the identification and mitigation of other potential environmental impacts that could impede the Project and/or the Project Schedule.

Contractor shall continuously review the Project construction in association with new and planned regulatory changes until Final Acceptance.

C.9.2 Environmental Documents

The Environmental Documents provide a description of the recognized environmental conditions along the planned Project route as well as identifying potential environmental impacts of the Project and describes mitigation measures to reduce or eliminate these potential environmental impacts.

C.9.2.1 Completed Documents

The pertinent completed environmental documents for this Project are:

- (a) Environmental Impact Analysis (ANDAL), prepared by Environmental Resources Management (ERM)
- (b) Environmental Management Plan (RKL), prepared by Environmental Resources Management (ERM)
- (c) Environmental Monitoring Plan (RPL), prepared by Environmental Resources Management (ERM)
- (d) Executive Summary of AMDAL, prepared by Environmental Resources Management (ERM)
- (e) Environmental Assessment, Phase I, prepared by United States Army corps of Engineers (US ACE)
- (f) Environmental Assessment, Phase II, prepared by United States Army corps of Engineers (US ACE)

C.9.3 Permitting Documents

GOI environmental permitting documents will be included in the final approval of the RKL/RPL. If the alignment changes outside of the area analyzed in the AMDAL documents, the Contractor shall be responsible for and shall obtain additional permits and approvals as necessary based on the proposed design changes.

Applications for any additional permits, for which a GOI Project proponent (Department of Public Works – P2JJ) is required to be the applicant, shall be prepared by the Contractor. Draft permit applications for these permits shall be submitted to the GOI and USAID for review at least 10 working days prior to the date the application is to be submitted.

The Contractor shall be responsible for providing GOI and USAID with all necessary information, including environmental data and technical data for the roadway cross drainage-ways (i.e. typical sections, location, and approximate areas of cut and fill within each drainage way) to support the determination of the need for a permit and/or the permit application. The plans for permits shall be on A3 sheets in CADD format. The Contractor shall allow time in the Contract schedule for processing the applications after completed applications are received by GOI and USAID.

There will be no compensation for costs and reasonable schedule delays incurred due to delays in obtaining or finalizing permits or approvals that are required to be obtained or finalized by the Contractor.

C.9.4 Environmental Scope

Contractor shall be responsible maintaining mitigation measures during the life of the Project to minimize and reduce potential environmental impacts. Contractor shall comply with all applicable GOI Laws, Rules or Regulations in performance of the Work. Contractor shall conduct any additional studies necessary to ensure the Project design is in compliance with all applicable Governmental Rules and shall prepare plans and procedures to assure and document compliance, where required. In addition, Contractor shall be responsible for compliance with those requirements to mitigate potential environmental impacts, as well as compliance with any conditions that may accompany USAID-Provided Approvals, and any other environmental GOI approvals for the Project.

C.9.4.1 Mitigation Monitoring Implementation Plan

Prior to the start of any construction Work, Contractor shall prepare and submit to USAID for review and approval, a Mitigation Monitoring Implementation Plan that clearly shows how the Contractor shall perform the necessary monitoring to implement and document Contractor's compliance with the Mitigation Monitoring requirements of the Environmental Documents.

C.9.5 Spill Prevention, Control and Countermeasures Plan

Contractor shall develop and implement a Spill Prevention, Control and Countermeasures Plan (SPCCP) for the approval of USAID and GOI to be in effect for the duration of the Project. Runoff from construction areas shall be collected and treated and/or discharged consistent with FHWA guidelines. The SPCCP shall identify construction planning elements and recognize potential spill sources at the site. The SPCCP shall outline responsive actions in the event of a spill or release and shall identify notification and reporting procedures. The SPCC plan shall also outline the Contractor's management elements such as personnel responsibilities, jobsite security, site inspections, and training. Approval of the SPCCP is a prerequisite to commencing any construction Work. The SPCCP shall be prepared under the direction of, and signed by a Professional Engineer licensed in the United States.

C.10 Submittals and Review Process

C.10.1 General

It is Contractor's responsibility to provide submittals acceptable to CMC and USAID. Submittals shall include but not be limited to:

- (a) Quality Assurance and Control Plans
- (b) Project Schedules
- (c) Insurance Documentation required by the Contract
- (d) Safety Plan
- (e) Other plans and reports, as required
- (f) Shop Drawings
- (g) Mix Designs

C.10.2 Submittal Process

When Contractor makes a submittal to USAID, Contractor shall forward copies to others and the appropriate Local Agencies for review, comments, and approval, as directed by USAID. A copy of all correspondence relating to each submittal made to others shall be

concurrently provided to USAID. A copy of all correspondence with Local Agencies shall also be sent to USAID.

Resubmittals of any submittal may be required if deemed necessary by USAID. Each resubmittal must address all comments received from a prior submittal. Contractor shall not be entitled to any additional compensation or time extension due to USAID required resubmittals. When providing resubmittals, Contractor shall clearly itemize what has changed in the submittal.

C.10.3 List of Deliverables

Table 4 is a listing of submittals extracted from these Contract Documents for the general use and guidance of Contractor. However, Contractor may not rely on this table as identifying all submittals required.

Table 4 - Other Submittals

	Type of Submittal	Cross Ref.
1.	Inadvertent Discovery Plan (IDP)	C.3.7
2.	HIV/AIDS Prevention Program Plan	C.3.6
3.	Quality Management Plan (QMP)	C.12.2
4.	Traffic Management Plan (TMP)	C.4.7
5.	Temporary Erosion and Sediment Control Plan (TESCP)	C.5.7.4
6.	Fugitive Dust Control Plan	C.5.2.4
7.	Maintenance Work Plan	C.5.17.3
8.	Detailed Maintenance of Traffic (MOT) Plan	C.6.4
9.	Mitigation Monitoring Implementation Plan	C.9.4.1
10.	Spill Prevention, Control and Countermeasures Plan (SPCCP)	C.9.5
11.	Preliminary (90-day) schedule	C.11.3
12.	Baseline Project Schedule	C.11.4
13.	As-Built Schedule	C.11.5
14.	Project Schedule Monthly Update	C.11.6
15.	Tabular Reports	C.11.6.3
16.	Resource/Cost Graphic Reports	C.11.6.4

	Type of Submittal	Cross Ref.
17.	Various, Reports, Plans and Notices	C.11.6.5
18.	Quality Management Plan	C.12.2
19.	Safety Plan	C.13.1
20.	Accident Prevention Plan	C.13.4
21.	Emergency Action Plan	C.13.5
22.	Emergency Evacuation Plan	C.13.5.1
23.	Emergency Medical Plan	C.13.5.2
24.	Security Plan	C.13.6
25.	Fire Prevention Plan	C.13.7
26.	Internal Traffic Control Plan (ITCP)	C.13.10.3
27.	Site Specific Safety Plans	C.13.11
28.	Final As-Built Drawings and Documents	C.18

C.11 Schedules and Progress Payments

C.11.1 Schedule Development

- (a) Contractor shall develop and maintain the Project Schedule. The cost-integrated schedule will be generated using Primavera Project Planner (P3) version 3.0 or later.
- (b) The schedule shall be prepared in Critical Path Method (CPM) format, using the Precedence Diagram Method (PDM). It shall clearly identify early starts, early finishes, late starts, late finishes, and total float values for all activities.
- (c) Network File Format, contains requirements for dictionaries for Project names, activity IDs, activity codes, calendars, calculation options, and resource codes, which will facilitate summary roll-ups. Contractor shall establish certain activity codes and resource codes within the dictionaries in accordance with overall schedule requirements. Contractor shall use different calendars to identify unusual shift Work or other nonstandard Work activities. The Contractor shall use days as the planning unit.
- (d) The Project Schedule shall comply with all requirements imposed by the Contract, with all specified intermediate milestone and completion dates, and with all constraints, restraints, or sequences included in the Contract. The schedule shall use Contractor's best estimate for original durations, logic ties, and constraint dates to accurately calculate early dates, late dates, total float, and free float.

- Activities are to be scheduled in the sequence that Contractor plans to perform the Work.
- (e) The Project Schedule shall identify all elements of Work to be performed in the Contract including:
 - i. Contract Milestones and completion dates, substantial completion dates, planned substantial completion dates, final completion dates, Project Acceptance dates, and Final Acceptance dates.
 - ii. Mobilization.
 - iii. Permits.
 - iv. Other submittal preparation; Submittal Review Periods; and fabricate/deliver. Procurement items that may contain multiple submittals occurring at different time intervals shall be divided into separate sequences that can be tracked on an individual basis.
 - v. Demolition.
 - vi. Installation and construction.
 - vii. Identification of interfaces and dependencies with preceding, concurrent, and follow-on contractors, Utility Owners and Others.
 - viii. Identification of every Utility Relocation and/or interface as a separate activity, including activity description and responsibility coding that identifies the type of Utility and the name of the Utility Owner involved.
 - ix. Allowance for USAID and other agencies' inspections.
 - x. All start-up, testing, training, and assistance required by the Contract Documents.
 - xi. Punch List preparation (minimum fourteen [14] calendar days), inspection (minimum twenty-one [21] calendar days), Punch List correction, and final clean up.
 - (f) The Project Schedule shall identify all of the resource requirements for completion of the activities, including costs, labor, critical materials, and/or equipment. The cost sums and resource-loaded activities shall equal the Contract award amounts plus the approved Contract amendment amounts. A breakdown of the Contract Price by bid items and lump sum costs, material unit quantities, man-hours by craft, multiple Work shifts, specified overtime, and equipment, provided in the network files format and into individual activities, is required in the Project Schedule. Costs not specifically assigned to Work activities shall be assigned to a hammock activity representing the entire or part of the Contract duration. Except for fabrication and procurement activities, or unless otherwise permitted by USAID, no activity shall have more than \$250,000 cost loaded in the Project Schedule.
 - (g) The Project Schedule shall use Contractor's best estimate for original durations, logic ties, and constraint dates to accurately calculate early dates, late dates, total float, and free float. Activities are to be scheduled in the sequence that Contractor plans to perform the Work. All activities in the schedule, except the first and last activities, shall have a minimum of one (1) predecessor to the start of the activity and one (1) successor to the finish of the activity.

- (h) Activities shall be discrete items of Work that must be accomplished under the Contract and that provide measurable and recognizable parts of the Work. Each activity shall be assigned a unique activity identification number consistent with the network file format, Network File Format. Activity descriptions shall identify the scope and location of Work indicated. All on-site construction activities shall have durations of not more than twenty-eight (28) calendar days, unless otherwise permitted by USAID.
- (i) Float time is not for the exclusive benefit or use of either Contractor or USAID, but it is a resource available to both parties. Pursuant to the float sharing requirements of this Section, use of float suppression techniques, such as preferential sequencing or logic, special lead/lag logic restraints, imposed dates, and extended activity durations, are prohibited. It is further acknowledged that float created during the Project through the actions of either party likewise remains for the benefit of both parties unless expressly agreed in advance to be for the sole benefit of one party.
- (j) Identify an immediate recovery and implementation plan when progress falls behind” late start” of any portion of the schedule.

C.11.2 Pre-Construction Scheduling Conference

Within seven (7) days after the Notice of Award, USAID will schedule and conduct a preconstruction scheduling conference with the Contractor’s Project team and Project scheduler to discuss the schedule requirements and Contractor’s schedule methodology and proposed sequence of operations. Contractor shall submit its proposed Work breakdown based on the activity coding structure and activity identification system.

C.11.3 Preliminary (90 Day) Schedule

Within twenty-one (21) calendar days after the NTP, Contractor shall submit a preliminary (90-day) schedule with all the detail activities of the first ninety (90) calendar days following NTP and the remaining summary activities until Project Completion, in accordance with this Section. The preliminary (90-day) schedule will serve as the Project Schedule for the first ninety (90) days of the Project, or until the Baseline Schedule is accepted by USAID. The preliminary (90-day) schedule shall show activities, including all Contract Milestones, mobilization, permits, critical submittals, key shop drawings and samples, long-lead procurement elements, construction, and non-Work activities, that are necessary to begin the Work.

The approved Preliminary Schedule shall, as approved, be the foundation of the first ninety (90) days of the Project Schedule. USAID shall have ten (10) days to accept or reject the Preliminary Schedule submitted or resubmitted. Contractor shall resubmit the schedule within ten (10) calendar days of receipt of USAID’s rejection notice and comments.

C.11.4 Baseline Schedule

- (a) Contractor shall submit the proposed Baseline Project Schedule to USAID for review and approval no later than forty-five (45) calendar days after NTP. The submittal shall include a copy of the P3 electronic file used to generate the Project Schedule. The Baseline Schedule shall include the activities in the Preliminary Schedule in the same order and logical relationship as shown in the Preliminary

Schedule. The Baseline Schedule shall have a Data Date of the NTP date. The Baseline Schedule shall meet all interim target dates, milestones, stage construction requirements, internal time constraints, show logic sequence of activities, and must not extend beyond the number of days provided in the original Contract.

- (b) The activities comprising the Baseline Schedule submitted by Contractor shall be detailed enough to assure the planning and execution of the Work and such that the schedule provides an appropriate basis for monitoring and evaluating the progress of the Work. No activity in the Baseline Schedule shall have actual date start, finish date, or progress.
- (c) Comments made by USAID on Baseline Schedules, schedule revisions, and updates, during review, will not relieve Contractor from compliance with requirements of the Contract Documents. In the event of a conflict between the approved Project Schedule and requirements of the Contract Documents, the Contract Documents shall govern. Acceptance by USAID of Contractor's Baseline Schedule, revisions, and updates shall not relieve Contractor of the responsibility for accomplishing the work within every intermediate Contract Milestone and completion date. Errors and/or omissions in the accepted Baseline Schedule, or in subsequent revisions or updates thereof, shall not excuse performance that does not comply with the Contract. Acceptance of a schedule update showing negative float shall not be construed as approval of a Contract time extension. Acceptance by USAID in no way makes USAID an insurer of the Baseline Schedule's success or liable for cost overruns, or constitutes agreement by USAID that the timelines in the schedule are reasonable or feasible.
- (d) Failure of the Contractor to achieve approval of the baseline schedule within 90 days of NTP shall be cause for USAID to withhold progress payments
- (e) The Baseline Schedule shall show the activities with the least total float as critical. No more than five (5) percent of activities shall have total float of zero (0) Work days. No more than fifteen (15) percent of activities shall have total float of less than ten (10) Work days.
- (f) The Baseline Schedule shall be cost loaded and broken down by bid items, and the total of each bid item in the schedule shall equal the amount of the same bid item in the Contract.
- (g) All activities shall be properly coded to assure the schedule can be broken down or summarized by any of the activity codes, including phase, subphase, responsibility, Subcontractor, segment, structure, and bid items.
- (h) Contractor shall develop the Baseline Schedule such to take into account delays due to inclement weather. The schedule shall account for seasonal rain/weather days as well as holidays. No additional time shall be provided for such occurrences.
- (i) USAID shall be allowed twenty-one (21) calendar days to accept or reject the initial Baseline Schedule submittal and ten (10) calendar days for rejected schedule re-submittal review/approval. Failure by USAID to reject the submittals or resubmittals within such time periods shall not be deemed acceptance of the Baseline Schedule. Contractor shall resubmit the schedule within ten (10) calendar days of receipt of USAID's rejection notice and comments.

- (j) Contractor shall develop an early completion schedule that shall be subject to USAID's review and approval.
- (k) Contractor shall not alter the approved Baseline Schedule throughout the duration of the Project

C.11.5 As-Built Schedule

Within thirty (30) days after Project Completion, Contractor shall submit a final schedule update with actual start and actual finish dates for all activities. The final schedule update, once approved by USAID, will serve as the As-Built Schedule. Contractor shall submit a written certificate with this submittal signed by the Contractor's Project Manager and an officer of the company stating:

"To the best of my knowledge, the enclosed final update of the Project Schedule reflects the actual start and completion dates of the actual activities for the Project contained herein."

Submittal of the final schedule update and the certification shall be a condition precedent to the release of any retained funds under the Contract.

C.11.6 Monthly Schedule Updates

Contractor shall submit a current Project Schedule monthly update to USAID for review and approval. The electronic submittal shall be in PDF format. A submittal of the full P3 fill shall be submitted upon USAID request. The update shall include an electronic copy of the Project Schedule monthly update plus, at a minimum, the following data:

C.11.6.1 Bar Chart 1, Detailed Project Schedule Update (D Size)

- (a) Activity ID.
- (b) Activity description.
- (c) Original duration.
- (d) Remaining duration.
- (e) Percent complete.
- (f) Actual Dates. Report actual start and finish progress for the month in review.
- (g) Early Dates. Forecast early start and early finish dates as of the DD.
- (h) Total float.
- (i) Variance Target 1 Early Finish.
- (j) Show physical progress for each activity.
- (k) Include Sections completed and accepted by USAID.

The data depicted in the summary schedule and all other cost and schedule monthly reports are based on the same information contained in the Project Schedule update file. Reporting format configurations will determine the presentation of data required for monthly updates. The sequences, progress, and forecast of activities in the Project Schedule shall be the same as actual Work prosecuted in the field and shall accurately reflect the Work represented in the weekly schedule progress meetings.

C.11.6.2 Bar Chart 2, Summary Schedule (A3 Size)

Contractor shall provide:

- (a) A summary schedule containing the same information as the detailed Project Schedule update and organized by Project, WBS Level 2 and 3, with group totals showing at the top
- (b) A Gant Chart format that compares the Baseline Schedule (Target 1) with the current monthly update

C.11.6.3 Tabular Reports

Contractor shall provide:

- (a) P3 scheduling report showing open end, constraints, and out-of-sequence progress activities.
- (b) Tabular activity report sorted by activity ID: Show activity IDs, descriptions, early start, early finish, late start, late finish, original duration, remaining duration, percent complete calendar, and total float.
- (c) Schedule of value reports: Show activity ID, description, original duration, early/actual start, early/actual finish, budgeted cost, actual cost this period, actual cost to date, percent completed, cost to complete, cost at completion, cost variance, bid item number, and cost account (if used). Organize by bid item showing subtotal for each detail bid item and sort by activity ID.
- (d) Resource reports. By craft, show scheduled versus actual labor (man-hours) for each activity.
- (e) Predecessor/successor reports. Show predecessors and successors of each activity and their logic relationships.

C.11.6.4 Resource/Cost Graphic Reports

Submit cash flow curve and labor curve including target and current schedule data.

C.11.6.5 Various Reports, Plans and Notices

The following equipment schedule, manpower and material status reports shall be submitted as shown;

- (a) **Equipment List** - A schedule, by week, listing Construction Equipment, with a commercial value greater than US \$20,000. This schedule will show the location, the on-site date, and off-site date. This schedule will be updated not later than the 25th of each month.
- (b) **Manpower Plan** - The Manpower plan will list, by craft, the planned manpower by week for each location. This manpower plan will be updated no later than the 25th of each month.
- (c) **Daily Force Reports** - The Daily Force Reports will list by location, the crafts, the skill levels within each craft, the number of people at each skill level and the supervisors (i.e. Manager, Assistant Manager, General Foreman, Foreman, etc). The names of the supervisors will also be listed. The format of the Daily Force Report will be decided subsequent to Contract award.
- (d) **Notification of Material or Equipment Delivery** - A written notification not less than 48 hours prior to the delivery of materials or equipment will be given to the

Resident Engineer. The notification will include quantities that are to be delivered, the location of the receiving point. Subsequent to the delivery of materials or equipment, a copy of the Delivery Ticket will be provided to the Chief Resident Engineer within 48 hours. The format of this notification will be decided subsequent to Contract award.

- (e) **Quantities Installed** - A weekly report listing quantities installed and the date and location will be provided to the Chief Resident Engineer. This weekly report will be provided to the Chief Resident Engineer not later than each Monday.

C.11.6.6 Narratives

C.11.6.7 Schedule Update Submittals

Contractor's narrative shall identify the Work actually completed and reflect the progress along the critical path in terms of days ahead or behind the Contract Milestone dates. Specific requirements of the narrative are as follows:

- (a) If the updated Project Schedule indicates an actual or potential delay to the Contract completion date or interim milestone dates, the cause of the delay(s), disruptions, or interruptions shall be identified in the narrative, and narrative shall provide an explanation of the Work affected and the proposed corrective action to meet the milestone dates involved or to mitigate potential delays or disruptions.
- (b) Narrative shall identify, by activity number and description, activities that started, finished, or are in process.
- (c) Narrative shall identify by activity number and description, activities to be started or finished during the month following the report period. Contractor forecast early start and finish dates shall be shown.
- (d) Narrative shall discuss approved added Contract amendment items and describe the impact (if any) to specific milestones.

C.11.7 Schedule Revisions

No revision to the accepted Baseline Schedule or Schedule Updates shall be made without prior written approval of USAID. Requests by Contractor for Project Schedule revision shall be submitted in writing to USAID with justification and such supporting evidence, as USAID deems necessary to determine whether Contractor is entitled to such revision under the provisions of the Contract. Adjustments in Project Schedules cannot exceed the Contract time plus approved time extension to the indicated milestone and completion requirements.

Request for revisions to the Project Schedule and Project Schedule revision submittals shall be made separately from the monthly updates and in the same format and detail as the original Baseline Schedule. A detailed Digger comparison report showing all changed activities shall be submitted with the request. USAID will review and approve/reject the proposed revisions within ten (10) working days.

Only upon approval of a change by USAID, shall it be reflected in the next schedule update submitted by Contractor. Until USAID accepts the revised schedule submittal,

Contractor shall continue to submit monthly update schedules based on the currently accepted Project Schedule.

Recovery schedules shall be prepared in accordance with Contract Section 4.5.

C.11.8 Invoice and Payment

Preparation of monthly invoices shall be made from the approved updated, cost-loaded Project Schedule. Payment may be withheld until the cost-loaded schedule is updated and re-approved by USAID. Payment shall be made for work in progress related to a schedule of values and milestone achievement.

C.12 Quality Assurance/Quality Control

C.12.1 Quality Assurance and Control Plan for Construction

Contractor shall perform all construction Work necessary to complete the Project in conformance with Contract Documents and all applicable, environmental, and GOI regulatory requirements. Contractor shall assign an on-site Construction QC Manager responsible for the overall management of the Quality Management Plan (QMP). Contractor shall identify all materials, equipment, and all elements of the Work, as well as individuals and organizations performing any functions under the QMP, and shall provide control over all activities affecting the quality of all such materials, equipment, and elements of the Work.

CMCs role in construction management shall include:

- (a) Inspection of all construction activities
- (b) QA testing required by the Contract
- (c) Oversight of Contractor's QA/QC activities to ensure compliance with the CQMP
- (d) Oversight of Contractor's construction management, including scheduling, invoicing, shop drawing review, document control, etc.
- (e) Statistical evaluation of Contractor QC testing activities in comparison with USAID QA testing

C.12.2 Quality Management Plan

Contractor shall develop and implement a QMP, based on standards complying with ISO 9001:2000, and addressing the QA/QC responsibilities for construction. The QMP shall be prepared under the direction of the QA/QC manager(s). The construction quality control manager shall be responsible for the quality of the Work. The QMP shall be developed from the Outline QMP that was submitted to USAID as part of the Proposal and shall be submitted within (30) days following issuance of the NTP. No Work on any permanent facility shall be submitted for review, nor progress payments considered (excluding First Mobilization Payment), without an approved QMP and QA/QC managers in place. Contractor shall have the primary responsibility for the quality of the Work, including all Work and products of Subcontractors, fabricators, suppliers, subconsultants, and vendors both on-site and off-site. The QMP shall ensure that procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair, maintenance, and required modifications of all materials, equipment, and elements of the Work will comply with the requirements of the Contract Documents. It shall also ensure that all materials, equipment, and other elements of the Work will perform satisfactorily for the purpose

intended. The QMP shall provide for USAID's representative to perform construction inspection and materials QA testing as indicated in Figure 1, as well as conduct audits and QA reviews of Contractor's QA/QC obligations.

The QMP shall:

- (a) Describe Contractor's QA/QC organization, including the number of full-time equivalent employees with specific QA/QC responsibilities, including a chart showing lines of USAID and reporting responsibilities. The persons and organizations performing QA/QC functions shall have sufficient USAID and organizational freedom to identify quality problems and to initiate, recommend, provide, and verify implementation of solutions. They shall report on a day-to-day basis to Contractor's Project Manager, but they shall also have direct access to Contractor's senior management (i.e., a higher level than the Site Project Manager) and shall provide periodic reports directly to senior management.
- (b) Identify the names, qualifications, duties, responsibilities, and authorities of each person proposed by Contractor to be assigned a QA/QC function. All key personnel in a QA/QC management role shall be subject to approval of USAID, shall be assigned on a reasonably continuous basis to such, and shall not be assigned to perform any other Work. USAID reserves the right to reject any member of Contractor's QA/QC organization at any time during the Project, and to require a qualified replacement within thirty (30) days. Until a qualified replacement is performing, USAID may exercise its right to assign qualified QA/QC person from within CMC's organization to Contractor's office to perform those duties at Contractor's expense.
- (c) Provide for updating the QA/QC staffing schedule, as necessary, until Project Completion to reflect accurate forecasting of QA/QC staffing requirements.
- (d) Describe procedures for coordinating and ensuring consistency and quality of Work performed by Contractor and Subcontractors.
- (e) Describe the procedures for coordinating and ensuring consistency and quality of materials and products supplied by various vendors.
- (f) Require each Subcontractor to agree, in writing, to fully comply with the applicable Section or Sections of the approved QMP.

After approval by USAID of the QMP, Contractor shall not revise the plan or the staffing levels, or replace key QA/QC personnel without the prior written approval of USAID.

Contractor shall assign a Construction QC Manager, who shall report to Contractor's senior management.

C.12.2.1 Construction Portion of the Quality Management Plan

The QMP shall, at a minimum, address the following construction requirements:

- (a) Specify procedures to ensure that all activities affecting the quality of the Work will be accomplished under suitably controlled conditions, using appropriate equipment and supervision, with assurance that all prerequisites to the proper accomplishment of a given task have been satisfied.
- (b) Specify procedures that ensure that (1) all Contractor personnel are familiar with all requirements of the Contract Documents pertaining to their responsibilities, including the standards referenced in the Contract Documents, (2) the education,

training, and certification, as appropriate, of personnel performing activities affecting or measuring quality of the Work is sufficient to provide the personnel with reasonable proficiency at the required tasks, and (3) all Work is performed according to the QMP.

- (c) Describe specific procedures to be followed by Contractor to ensure that all of the Work conforms to all of the requirements of the Contract Documents (including the Final Design Documents) and any construction documents; and, that all materials, equipment, and elements of the Work to be incorporated in the Project will perform satisfactorily for the intended purpose. The CQMP shall specifically include Contractor's procedures for QC, sampling, testing, and checking the Work (including initial and source testing, and Work performed by Subcontractors) in accordance with the requirements of the Contract Documents.
- (d) Specify that all activities undertaken by or on behalf of Contractor affecting quality of the Work shall be prescribed by documented instructions, procedures, and/or drawings of a type appropriate to the circumstances and shall be accomplished in accordance with these instructions, procedures, or drawings. Such instructions, procedures, and drawings shall include quantitative and/or qualitative criteria, as appropriate, to be used to determine that all activities have been satisfactorily accomplished.
- (e) Specify measures to control the issuance of and changes to documents by means of periodic review prescribing activities affecting quality, such as instructions, procedures, and drawings. These measures shall assure that approved documents, including all authorized changes thereto, are reviewed for adequacy and approved for release by authorized personnel and are distributed to and used at the location where the prescribed activity is performed. Changes to documents shall be reviewed and approved by the same organizations that performed the original review and approval unless USAID's CTO allows, in writing, another responsible organization to perform such reviews and approvals.
- (f) Specify measures to assure that purchased materials, equipment, and services conform to the Contract and the Contract Documents requirements (including the Final Design Documents). These measures shall include provisions, as appropriate, for source evaluation and selection, objective evidence of quality furnished by Subcontractors, inspection at the manufacturer or vendor source, and examination for approval of products upon delivery. Documentary evidence that material and equipment conform to the procurement requirements shall be available at the jobsite no less than twenty-four (24) hours prior to installation or use of such material and equipment. This documentary evidence shall be retained at the jobsite and shall be sufficient to identify the specific requirements, such as Contract requirements, Governmental rules, standards, or specifications, met by the purchased material and equipment. Contractor shall assess by periodic review the effectiveness of the control of quality by Contractor's own forces and Subcontractors at intervals consistent with the importance, complexity, and quantity of the product or services.
- (g) Specify procedures for identification and control of materials, equipment, and elements of the Work. These procedures shall assure that identification of the item is maintained by appropriate means, either on the item or on records traceable to the item, as necessary, throughout fabrication, assembly, erection, installation, and

use of the item. These identification and control procedures shall be designed to assist in prevention of the use of incorrect or defective materials and equipment.

- (h) Specify procedures to ensure that materials, equipment, or elements of Work that do not conform to requirements are not used or installed. These procedures shall include, as appropriate, procedures for identification, documentation, segregation, disposition, and notification to USAID and all other affected persons, as well as procedures for USAID to review nonconforming Work and accept, reject, or require repair and/or reworking of nonconforming Work.
- (i) Include a program to assure that all Work conforms with the documented instructions, procedures, and requirements of Contract Documents applicable to such Work. Examinations, measurement, and tests of materials or elements of the Work shall be performed for each Work operation, where appropriate, to assure quality, and shall not be limited to that required for acceptance or Assurance Testing purposes. If the Contract requirements specify mandatory inspection hold points that require witnessing or inspecting by Contractor's designated representative, USAID, and/or USAID's designated representative, and beyond which Work shall not proceed without the approval of the designated representative, then the specific hold points shall be indicated in appropriate documents. Hold points may be mutually agreed upon during progress of the Project.
- (j) Include a program to assure performance of all testing required in the Contract Documents, to demonstrate that all materials, equipment, and elements of the Work will perform satisfactorily for the intended purpose and meet the standards specified in the Contract Documents, including the Design Documents. The program shall specify written test procedures for all tests that incorporate the requirements and acceptance limits contained in applicable Design Documents and Construction Documents and which include provisions for assuring that all prerequisites for the given test have been met and that adequate test instrumentation is available and used. The program shall require test results to be documented and evaluated to assure that test requirements have been satisfied. The test program shall be supplemental to any acceptance and Assurance Testing as coordinated and directed by USAID.
- (k) Provide a listing of independent testing laboratories and the qualified personnel to be used to perform sampling and testing required by the Contract Documents. The testing laboratories shall not be owned by Contractor or any Affiliate and shall be located within one hundred (100) km of the Project. The proposed laboratory must possess USAID's accreditation for all applicable testing. The construction portion of the QMP shall also specify procedures to ensure verification of certificate of accreditation, scope of accreditation and testing methods, inspection of testing laboratories, capability check, and test results. USAID reserves the right to check laboratory equipment in the proposed laboratory and laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in the Contract Documents. Contractor shall furnish the signed reports, certifications, and other documentation to USAID and furnish a summary report of field tests at the end of each month. USAID reserves the right to require a change in testing services if poor quality is demonstrated.
- (l) Specify measures to ensure that tools, gauges, instruments, and other measuring and testing devices used in activities affecting quality are properly maintained,

controlled, calibrated (with record of calibration), and adjusted at specified periods to maintain accuracy within necessary limits.

- (m) Specify procedures to control the handling, storage, shipping, cleaning, and preservation of materials and equipment to prevent damage or deterioration.
- (n) Specify procedures to incorporate relational database system (engineering materials management software) able to store and retrieve information relative to laboratory and field test results with the ability to store, manipulate, analyse and present information (graphs and reports). The system should incorporate the following features:
 - i. Input of raw data
 - ii. Laboratory test reports
 - iii. Individual field test reports with xyz co-ordinates
 - iv. Acceptance non-acceptance test reports
 - v. Summaries of QAQC test results
- (o) Specify procedures to indicate, by the use of markings such as stamps, tags, labels, routing cards, sampling/testing register or other suitable means, the status of inspections and tests performed upon individual items of the Work. These procedures shall provide for the identification of items that have satisfactorily passed required inspections and tests, where necessary, to preclude inadvertent bypassing or duplication of such inspections and tests.
- (p) Specify procedures to ensure that conditions adverse to quality, such as failures, malfunctions, deficiencies, defective material and equipment, deviations, and other Nonconforming Work are promptly identified and corrected. In case of significant conditions adverse to quality, the procedures shall assure that the cause of the condition is determined and corrective action taken to preclude repetition. The identification of the significant condition adverse to quality, the cause of the condition, and the corrective action taken shall be documented and reported to appropriate levels of Contractor's management to ensure corrective action is promptly taken, and to USAID.
- (q) Specify a comprehensive system of planned and periodic audits to:
 - i. Verify compliance with all aspects of the QMP
 - ii. Determine the effectiveness of the program

The audits shall be performed in accordance with the written procedures or checklists by appropriate trained personnel not having direct responsibility in the areas being audited. Audit results shall be documented, reviewed, and acted upon by management having responsibility in the areas audited. Follow-up action, including re-audit of deficient areas, shall be taken.

- (r) Provide for measures ensuring compliance with all QA/QC procedures recommended for testing by the manufacturer, and provide any other QA/QC procedures in addition to or which serve as a substitute for the manufacturer's procedures.
- (s) Recommend a system to resolve disputes that may arise in the QA sampling and testing process. If the recommended dispute resolution system involves a dispute resolution laboratory (DRL), Contractor shall include the name of a recommended

DRL. The DRL shall not be a participant in the QA process for either Contractor or USAID.

- (t) Specify the requirements and methods for document control,
 - i. To ensure that only the most recent revisions of documents for operations and assemblies are available to appropriate personnel.
 - ii. To control those documents requiring changes be revised in a timely fashion and have received the required approvals.
 - iii. To ensure that the quality manual and quality procedures are of current issue.
 - iv. To define the method for establishing, approving, changing, maintaining, replacing, and distributing product documents pertaining to USAID approvals.
 - v. To ensure that the date of changes made, implemented into operations is recorded and that all appropriate documentation is updated to reflect the change.
 - vi. To ensure that drawings, specifications, and reference documents are the currently released editions and are available to site personnel.
- (u) Specify the personnel assigned to shop drawing review and approval, including falsework drawings and other critical structure shop drawings. Indicate the procedures for documenting reviews and approvals and for obtaining corrective action, when necessary. Specify the procedures for checking compliance with shop drawing and falsework drawing requirements.
- (v) Specify procedures for personnel to be used to assure that specified instrumentation is installed and monitored in accordance with applicable specifications.
- (w) Specify procedures for documentation and maintenance of the survey records, and checking the accuracy of construction stakes, lines, and grades established by Contractor. Provide for documentation of QA/QC efforts.
- (x) Provide a documented procedure for establishing and maintaining facilities and equipment.
- (y) Specify procedures to track and process design changes during construction.
- (z) Provide a program for coordination of all Local Agencies and Utility Owners inspections and testing. Local Agencies and Utility Owners retaining ownership or maintenance responsibility over their respective facilities may conduct their own inspection and testing. Contractor shall fully cooperate and coordinate with these Local Agencies and Utility Owners. However, said inspection and testing shall not relieve Contractor of its obligations and responsibilities to USAID under this Contract.

C.12.3 QA/QC Roles of the Parties

Figure 1 provides a graphic portrayal of the roles and responsibilities of Contractor, USAID, and CM Consultant in the QA/QC program.

Figure 1 - QA/QC Program

Category		Contractor	Construction Management	USAID
Materials Testing	1	Prepare QA/QC Plan. Maintain all records for audits. Maintain As-Built plans.	Review and comment on QA/QC Plan.	Review and approve QA/QC Plan.
	2	By independent lab, all material testing per GOI Manuals (all field testing and shop testing). Also initial, source, and any other test required in the specifications. Provide facilities for Construction Supervision monitoring of all testing.	License labs with fully-calibrated equipment. Certify concrete and asphalt batch plants. Independent assurance testing, as needed.	10 to 20% of the required material testing. (Procedures in the QA/QC manual should reconcile any differences with acceptance testing.)
	3	All Operatives, Lab. Techs, etc. trained by Certified Supervisors.	Train and Certify local inspectors and Lab Techs.	Check certifications.
	4	Order quality material per specifications.	Material source & on-site inspection and verification.	Check tags and certification of compliance.
	5		Inspect batch plants (including any testing calibration required at batch plants).	Determine frequencies of testing and calibration if not determined in GOI Manuals.
	6	Prepare asphalt and pcc mix designs.	Comment on mix designs.	Review and approve mix designs.
Field Inspection	1	Perform quality work. Inspect own work and subs work. Submit all test/inspection typical forms	Field Supervision. Establish the inspection / testing procedures with Contractor. Field Inspection	
	2	Provide all assistance to specialty pile testing.	Specialty testing for piles and report. Coordinate and inspect.	
Submittals	1	Design falsework plans (two [2] signatures from independent engineers) and certify.	Review and comment on falsework plans.	Review and comment on falsework plans.
	2	Design shoring and guying, edge of deck elevation, camber strips - (two [2] signatures from independent engineers).	Review and comment on shoring and guying plans.	Review and comment on shoring and guying plans.

Category		Contractor	Construction Management	USAID
	3	Prepare prestressing shop drawings. Designer approve per comments.	Review/comment on prestressing shop drawings. Certify prestressing equipment. Monitor stressing.	Review/comment on prestressing shop drawings.
	4	Prepare sign structures shop drawings.	Review and comment on sign structures shop drawings.	Review and approve sign structures shop drawings.
Contractor QA/QC	1	Prepare and implement AC QA/QC plan (based on GOI standards).	Review and comment on AC QA/QC Plan.	Review and approve AC QA/QC Plan.
	2	Prepare and implement Welding QA/QC Plan.	Review and comment on Welding QA/QC Plan.	Review and approve Welding QA/QC Plan.
Scope and Remedial	1	Propose remedial measures. Designer concurs with RFI.	Approve remedial measures. Concur with RFI, Contract Change Order (CCO), value engineering	USAID approve RFIs. USAID approves CCOs, and value engineering

C.12.4 Material Inspection, Testing, and Sampling

Contractor shall perform material QC inspection, sampling, and testing to comply with its obligations under the Contract Documents and in accordance with its QMP. At all points in performance of the Work at which specific inspections, or consent or statement of no objection by USAID are required by the Contract Documents, Contractor shall not proceed beyond that point until USAID or CMC as USAID's representative has completed such inspection or review or USAID waived its right to inspect or consent, which waiver shall be in writing.

As part of USAID's QA supervisory role, all materials and each part or detail of the Work shall also be subject to inspection, sampling, and testing by CMC as USAID's representative. In addition, Governmental Persons, Utility Owners, Local Agencies, or their respective representatives have the right to inspect the Work. Such inspection does not make such person a party to this Contract, nor will it change the rights of the parties hereto. Contractor hereby consents to such inspections, sampling, and testing.

At all times before Project Acceptance of the Project, Contractor will be required to shall remove or uncover such portions of the finished construction Work as directed by USAID. After examination by USAID, Contractor shall restore the Work to the standard required by the Contract Documents. If the Work exposed or examined is not in conformance with the requirements of the Contract Documents, then the cost of uncovering, removing, and restoring the Work, and the cost of recovery of any delay to any Critical Path occasioned thereby shall be at Contractor's expense. Furthermore, any Work done or materials used without adequate notice and opportunity for prior inspection

by USAID may be ordered uncovered, removed, or restored at Contractor's expense, even if the Work proves acceptable after uncovering.

C.12.5 Nonconforming Work

Nonconforming Work is work that does not conform to the requirements of the Contract Documents. Upon discovery of nonconforming Work, USAID or CMC has the right to direct Contractor to immediately cease performance of the nonconforming Work. At Contractor's expense, nonconforming Work shall be remedied or removed, and replaced to conform with the requirements of the Contract Documents, and Contractor shall promptly take all actions necessary to prevent similar deficiencies from occurring in the future. The fact that USAID may not have discovered the nonconforming Work shall not constitute an acceptance of such nonconforming Work.

C.13 Safety Program

Contractor shall implement safety measures to accomplish the Work in the safest manner possible at the Site. Contractor's safety program shall define roles, responsibilities, programs, policies, and procedures to accomplish the goal of achieving superior safety performance during all phases of the Project.

C.13.1 Safety Plan

Contractor shall develop and implement a comprehensive Project and task-specific Safety Plan that governs safety, health, and environmental compliance activities for each phase of the Project. The Safety Plan shall be developed from Contractor's Outline Safety Plan submitted with its Proposal. The Safety Plan shall include the means to monitor and enforce the safety, health, and environmental requirements, as well as the procedures for monitoring and evaluating the safety practices of employees and Subcontractors at all tiers. Contractor shall be solely and completely responsible for safety conditions on the Site until Project Completion. Safety practices shall not be limited to normal business hours or other time constraints. All Contractor employees and Subcontractors at all tiers must comply with the Safety Plan.

Contractor's Safety Plan shall be submitted to USAID for review and approval within sixty (60) days following issuance of NTP or thirty (30) days prior to the start of any construction, whichever is earlier. Contractor's Outline Safety Plan shall apply for the interim period.

C.13.2 Safety Organization

The Safety Plan shall clearly establish the specific chain of command and specify the lines of USAID, responsibility, and communication with regard to safety compliance activities. The Safety Plan shall detail which on-site personnel have the authority to stop on-site activities when unanticipated and/or uncontrolled hazards are recognized and shall also address those personnel with the authority to restart Site activities after the previously unrecognized hazards have been controlled.

Contractor's Project Manager, Contractor's Safety Manager, and line safety supervisor shall be held accountable for safety, health, and environmental performance. Contractor shall specifically define the safety responsibilities of each level of supervision. The written responsibilities shall be included as a part of the Safety Plan.

C.13.3 Compliance and Disciplinary Policy

The Safety Plan shall contain provisions ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Contractor shall ensure that all employees use safe Work practices; follow all safety directives, policies, and procedures; and play an active role in maintaining a safe Work environment. Managers and supervisors shall enforce the rules fairly and uniformly.

Contractor shall implement a disciplinary policy for all employees who fail to comply with safe and healthful work practices. The written program shall be included as a part of the Safety Plan and shall include provisions for employee termination for non-compliance.

C.13.4 Accident Prevention Plan

The Contractor shall develop and implement a program specifically aimed at the prevention of accidents. The Accident Prevention Plan shall be an integral part of the Contractor's Safety Plan

C.13.5 Emergency Action Plan

Contractor shall be responsible for developing an Emergency Action Plan for the Project. The plan shall specify the procedures for each identified potential emergency, notification requirements, and training, and identify those individuals responsible for implementing the plan in the event that the plan is activated. The potential for an emergency (fire, explosion, chemical release, etc) exists on all construction sites. The Emergency Action Plan shall identify the various response activities necessary to minimize the dangers and confusion associated with an emergency. The Emergency Action Plan shall address, but shall not be limited to, fire, explosions, hazardous materials, natural disasters, and civil disruptions. The written program shall be submitted as a part of the Safety Plan.

C.13.5.1 Emergency Evacuation Plan

Contractor shall provide a plan for the evacuation of Contractor staff during emergency situations. The Emergency Evacuation Plan shall be an integral part of the Safety Plan.

C.13.5.2 Emergency Medical Plan

Contractor shall provide a plan for the emergency medical treatment and medical evacuation of Contractor staff that fully considers the limited medical facilities available in the Project area. The Emergency Medical Plan shall be an integral part of the Safety Plan.

C.13.6 Security Plan

Contractor shall develop and implement a comprehensive Security Plan to protect all site personnel, the public, property, equipment, and Project supplies. The written program shall be included as a part of the Safety Plan.

C.13.7 Fire Prevention Plan

Contractor shall develop and implement a comprehensive Fire Prevention Plan to protect all site personnel, the public, property, equipment, and Project supplies. The written program shall be included as a part of the Safety Plan

C.13.8 Contractor Alcohol/Drug and Firearms Free Workplace Policy

The Safety Plan shall document Contractor's policy for promoting a safe, drug and alcohol abuse and firearms free workplace. The policy shall be consistent, fair,

manageable, and subject to audit. Contractor's policy shall allow for disciplinary action or termination for an employee reporting for Work under the influence of alcohol or a prohibited substance or possession of a prohibited substance.

C.13.9 Job Task/Safety Analysis Training

Contractor's goal shall be to eliminate all personal safety risks and to eliminate or reduce jobsite operational/environmental risks to an acceptable level.

Job Task/Safety Analysis training and planning involves the foreperson and workers as the day's Work is outlined. Upon completion of the Job Task/Safety (JT/S) Analysis, Contractor shall conduct a training session with all employees involved with the particular task that has been analyzed. All employees involved with the task shall discuss the hazards anticipated or overlooked, equipment needed to work safely, and personal protective equipment (PPE) to be provided and worn.

The training may be informal and on-site where the task is to be performed. Employees shall be given an opportunity to provide input regarding task steps, hazards identified, and appropriate control measures. JT/S Analysis training shall be documented.

C.13.10 General Safe Work Practices

Contractor shall establish standard operating procedures for the Project to guide employees in safe Work practices.

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Workplace safety and health training practices shall include the following:

- (a) Explanation of Contractor's Accident Prevention Plan, Emergency Action Plan, and Fire Prevention Plan, and measures for reporting any unsafe conditions, Work practices, and injuries.
- (b) Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- (c) Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- (d) Availability of toilet, hand-washing, and drinking water facilities.
- (e) Provisions for medical services and first aid, including emergency procedures.

In addition, Contractor shall provide specific instructions to each employee regarding hazards unique to his or her job assignment, to the extent that such information was not already covered in other training. Contractor shall establish written safe Work practices covering all phases of the Work.

C.13.10.1 Worker Training and Meetings

Contractor shall establish safety, health, and environmental compliance training requirements. The requirements shall include general and Project-specific training. Contractor shall include all levels of supervision while training in safety, health, and environmental issues. The training shall be documented. The written outlines of training programs shall be included as a part of Contractor's Safety Plan.

Contractor shall conduct, at a minimum, weekly safety and health meetings for all workers and craftsmen that are relevant to the specific types of work at the Project Site, which comply with CCR, Title 8. Contractor shall prepare documentation of meeting content and employee attendance.

Contractor shall be available for all Project safety meetings conducted by CMC/ USAID.

C.13.10.2 Personal Protective Equipment

Contractor shall define specific PPE requirements for all employees. Contractor shall provide a consistent type of high visibility safety vest to be worn by all personnel, as well as an American National Standards Institute (ANSI)-approved hard hat, safety glasses with side shields, and sturdy work boots, specific for the job being performed.

Contractor shall ensure that all vendors and visitors wear hard hats, as well as other required PPE while on the Site. Anyone not complying with these requirements shall not be allowed to enter the Sites or shall be required to leave the Sites. All such incidents shall be documented.

C.13.10.3 Internal Traffic Control Plan

Contractor shall develop and make available for all concerned personnel an Internal Traffic Control Plan (ITCP), to coordinate the flow of construction vehicles, equipment, and workers operating in close proximity within the Work area so that the safety of workers can be insured.

C.13.11 Site Specific Safety Plans

Contractor shall develop Site-specific safety plans by using the approved Safety Plan and modifying it as necessary for each specific definable phase of the Work.

C.14 Project Acceptance

Contractor shall perform all construction Work necessary to complete the Aceh Road/Bridge Reconstruction and Rehabilitation Project in conformance with the requirements of the Contract Documents, including conformity to the Final design documents as approved by USAID, GOI, and Local Agencies.

All materials, equipment, services and efforts necessary to achieve Project Completion, Project Acceptance and Final Acceptance on or before the applicable Completion Deadline shall be Contractor's sole responsibility, except as otherwise specifically provided in the Contract Documents.

C.14.1 Notice and Inspection

Contractor shall provide notice to USAID when all of the following have occurred:

- (a) Contractor has completed all Work required in order to allow the entire portion of the Project covered by the Task Order to be open to traffic, without the need for future lane closures to complete the Work;
- (b) Contractor has ensured that all such Work has been performed in accordance with the requirements of the Contract Documents;
- (c) Contractor has furnished to USAID:
 - i. the necessary preliminary as-built drawings associated with completed Work,

- ii. the as-built drawings and documents required for conducting inspections and/or testing, and
- iii. the applicable as-built drawings and documents for maintenance and operations;
- (d) Contractor has furnished to USAID a certification from Contractor's Construction Quality Assurance Manager, in form and substance satisfactory to USAID, certifying conformity of the construction with the Design Documents;
- (e) Contractor has ensured that the portion of the Project covered by this Task Order may be operated without damage to the Project or any other property on or off the Site, and without injury to any Person; and
- (f) All necessary work by Utility Owners had been completed, and Contractor has obtained all design and construction approvals by Utility Owners as required under TP Section 8.

USAID will then conduct such inspections, surveys and/or testing as it deems necessary. If such inspections, surveys and/or tests disclose that any of Work does not meet the requirements of the Contract Documents, USAID will promptly advise Contractor as to any errors in the Work necessary to be corrected as a condition to Task Order Completion and as to any errors, which may be corrected as Punch List items (See Section C.14.3 below). Upon correction of the errors identified as a prerequisite to Task Order Completion, Contractor shall provide written notification to USAID, and USAID will conduct additional inspections, surveys and/or testing, as it deems desirable. This procedure shall be repeated until USAID finds that all prerequisites to Task Order Completion have been met.

C.14.2 Certificate of Task Order Completion

USAID will issue a Certificate of Task Order Completion at such time as

- (a) USAID finds that all conditions set forth in Section C.14.1 above have been satisfied,
- (b) USAID finds that all errors which are prerequisites to Task Order Completion have been corrected, and
- (c) Contractor and USAID have agreed upon a Punch List for Work to be performed prior to Task Order Acceptance.

Such notice shall be accompanied by a certification from Contractor's Construction Quality Assurance Manager, in form and substance satisfactory to USAID, certifying conformity of the construction with the Design Documents.

C.14.3 Task Order Acceptance Punch List

Contractor shall be responsible for completion of the Punch List for each Task Order. If so agreed by USAID, said Punch List Work may include any remaining USAID review comments and shall be completed as a condition of Task Order Acceptance.

C.14.4 Final Task Order Clean-Up

As a prerequisite to Task Order Acceptance, Contractor shall clean the entire Site covered by the Task Order. Contractor shall remove and dispose of all debris, excess materials, falsework, temporary structures, construction equipment, temporary power poles, temporary water meters, and construction signs, and all parts of the Project covered by the Task Order shall be left in a neat and presentable condition.

C.14.5 Conditions to Project Acceptance

Promptly after Project Completion has occurred, Contractor shall perform all Work, if any, which was deferred for purposes of Project Completion, and shall satisfy all of its other obligations under the Contract Documents including ensuring that the Project has been completed and all equipment, materials, facilities, improvements, structures and components have been properly adjusted and tested, and provision of all deliverables. When all of the foregoing have occurred, Contractor shall provide an executed sworn Affidavit of Project Completion to USAID including the following statement:

“To the best of Contractor’s knowledge and belief, all Work under the Contract has been completed in strict accordance with the Contract Documents, no lawful debts for labor or materials are outstanding; all requests for funds for undisputed work under the Contract, including changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and no additional compensation over and above the final payment will be requested or is due under the Contract or under any adjustment issued thereunder for said undisputed work; there are no outstanding claims, Liens or stop notices relating to the Project, including claims by Utility Owners, there is no existing default of USAID's obligations under any Utility Agreement that are Contractor's responsibility pursuant to the Contract Documents, and no event has occurred which, with the passing of time or giving of notice or both, would lead to a claim relating to the Work or an event of default under any Utility Agreement; and upon receipt of final payment, Contractor and Subcontractors acknowledge that USAID and any and all employees of USAID and their authorized representatives will thereby be released, discharged and acquitted from any and all claims or liability for additional sums on account of undisputed work performed under the Contract.”

If Contractor is unable to provide the affidavit in the above form, the affidavit shall certify that all such outstanding matters are set forth in an attached list, which shall describe the outstanding matters in such detail as may be requested by USAID. The affidavit shall include a representation of Contractor that it is diligently and in good faith contesting all such matters by appropriate legal proceedings and shall provide a status report regarding the same including an estimate of the maximum payable with respect to each such matter.

Project Acceptance shall be deemed to have occurred when all of the following have occurred:

- (a) All requirements for Project Completion shall have been fully satisfied;
- (b) USAID shall have received all original working drawings, shop drawings and final as-built drawings of the Project, right-of-way record maps, surveys, test data and other deliverables required under the Contract Documents;
- (c) All special tools, equipment, furnishings and supplies purchased and/or used by Contractor as provided in the Contract Documents shall have been delivered to USAID and all replacement spare parts shall have been purchased and delivered to USAID free and clear of Liens; and
- (d) The items on the Project Acceptance Punch List shall have been completed to the satisfaction of USAID, and all of Contractor’s other obligations under the Contract Documents (other than obligations which by their nature are required to be

performed after Project Acceptance) shall have been satisfied in full or waived in writing by USAID.

C.14.6 Inspection and Issuance of Certificate of Project Acceptance

Upon receipt of notification from Contractor that all conditions to Project Acceptance have been met, USAID will make final inspection and USAID will either issue a Certificate of Project Acceptance or notify Contractor regarding any Work remaining to be performed. Project Acceptance may be subject to concurrence by GOI. If USAID fails to issue a Certificate of Project Acceptance, Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, Contractor shall give USAID a revised Affidavit of Project Completion with a new date based on when the defective and/or uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until USAID has given Contractor an executed Certificate of Project Acceptance.

C.14.7 No Relief from Liability

Project Acceptance will not prevent USAID from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall it prevent USAID from recovering from Contractor, its Surety(ies), or other provider of performance security or any combination of the foregoing, overpayment sustained for failure of Contractor to fulfill the obligations under the Contract. A waiver on the part of USAID of any breach of any part of Contractor shall not be held to be a waiver of any other or subsequent breach. Project Acceptance shall not relieve Contractor from any of its continuing obligations hereunder, including Warranty obligations.

C.14.8 Plan for Opening to Traffic

The Project Schedule shall set forth Contractor's plan for completing sections of the Project and opening them to traffic. USAID may request that Contractor expedite certain sections of the Project, and Contractor shall accommodate such requests to the extent that it can do so in consideration of safety to the public and construction personnel and without significant disruption to its schedule or a significant increase in its costs. Notwithstanding the foregoing, if USAID orders Contractor to open portions of the Project, which cannot be accommodated without significant disruption to Contractor's schedule or a significant increase in Contractor's costs, such direction, shall be considered a USAID-Directed Change.

C.14.9 Opening Sections of Project to Traffic

C.14.9.1 Direction to Open Following Contractor Failure to Perform

If Contractor is delinquent in completing shoulders, drainage structures or other features of the Work, USAID may, but is not obligated to, order all or a portion of the Project opened to traffic notwithstanding such incomplete elements. Contractor shall then conduct the remainder of the construction operations, minimizing obstruction to traffic. Except as provided in Section C.14.8, Contractor shall not receive any added compensation due to the added costs attributable to the opening of the Project to traffic.

C.14.9.2 No Waiver

Opening of portions of the Project prior to Project Acceptance does not constitute acceptance of the Work or a waiver of any provisions of the Contract Documents.

C.14.10 Final Acceptance

Final Acceptance shall be deemed to have occurred when Contractor has fully satisfied the Warranty obligation in accordance with the requirements of Section C.15 below, and is subject to concurrence by GOI.

C.15 Construction Warranty

The Contractor shall provide a one-year warranty for all materials and workmanship. The warranty period shall commence upon Task Order Acceptance by USAID, GOI and Local Agencies and continue for one-year. This warranty shall be the responsibility of the Contractor. A 10 % retainage fee shall be withheld from the Contractor until the one-year warranty period is completed and the Task Order Work has met all requirements for Final Acceptance of the Work performed under the Task Order.

C.15.1 Warranty Bond

After Task Order Acceptance, subject to the requirements herein, Contractor may obtain a release of the Performance and Payment Bonds by providing a warranty bond, or such other security as is approved by USAID in its sole discretion, which shall guarantee performance of work required to be performed during the period following Task Order Acceptance, including Warranty Work, and which shall also constitute a payment bond guaranteeing payment to Persons performing such Work ("Warranty Bond"). The Warranty Bond shall be in an amount equal to 10% of the Contract Price for the Task Order and shall be in form satisfactory to USAID in its sole discretion.

C.16 Final Acceptance

Final Acceptance for the Task Order Work will occur upon the expiration of the one-year warranty period.

C.17 Relief from Maintenance and Responsibility

The Contractor acknowledges and agrees that the improvements being developed as part of the Project will ultimately be owned and maintained by Persons other than USAID. Contractor may request that such other Persons assume responsibility for maintenance and protection of certain portions of the Work, which have been completed in all respects in accordance with the requirements of the Contract Documents and to the satisfaction of USAID and such other Persons. Any such request shall be delivered as directed by USAID, and shall be accompanied by a certification from Contractor's Construction Quality Assurance Manager, in form and substance satisfactory to USAID, certifying conformity of the construction with the Contract Documents. Following acceptance of maintenance responsibility by such other Person, the Contractor will not be required to do further work thereon, except in accordance with the Warranties or as otherwise agreed by Contractor.

In addition, acceptance of maintenance responsibility by such other Person will relieve the Contractor of responsibility for injury or damage to the accepted portions of the Work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.

Portions of the Work for which the Contractor may be relieved of the duty of maintenance and protection as provided in the above paragraph include the following:

- (a) The completion of an entire Construction Section, as described in Section C.4.2, including the traveled way, shoulders, drainage control facilities, planned roadway protection work, major structures, lighting and any required traffic control and access facilities.

C.18 As-Built Drawings

Contractor shall maintain "As-Built" or record drawings of all Work continuously as the job progresses. A separate set of prints, for this purpose only, shall be maintained at the jobsite at all times.

Contractor shall incorporate deviations from the design drawings, utility services, mechanical and electrical lines, details, and other work on the As-Built drawings.

CMC shall regularly inspect the updating and maintenance of the As-Built drawings.

No Work shall be permanently covered up or concealed until the required as-built information has been recorded.

All structures built within GOI ROW shall have as-built information conforming to the latest GOI standards.

Final As-Built drawings shall consist of two (2) hard-copy sets and a digital copy of the scanned As-Built drawings as Microstation files (that are compatible with computer-aided drafting and design [CADD] standards) on compact disk (CD).

Final As-Built Drawings and Documents depicting the completed Task Order Work shall include all changes with the relevant data showing electrical systems, drainage systems, lighting systems, underground Utilities, signing placement, highway alignment and grade revisions, bridge detail changes, bridge shop plans, bridge settlement reference elevations and joint seal measurements, typical sections and cross sections, and all other relevant data, including operations and maintenance manuals for any mechanical and/or electrical systems.

Within sixty (60) days following Task Order Acceptance, Contractor shall provide suitable electronic files for the complete set of Final As-Built Drawings for the Task Order Work. USAID shall retain 1% of the Contract Price for the Task Order until the Contractor provides acceptable As-Built drawings and plans for the complete Task Order Work.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities, shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.) or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the Cognizant Technical Officer indicated on the cover page of this Contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING

Markings under this Contract shall comply with the USAID “Graphic Standards Manual available at <http://www.usaid.gov/branding> or any successor branding policy.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports, and other required deliverables or outputs shall take place at the principle place of performance or at any location deemed appropriate by the Cognizant Technical Officer (CTO), as identified in each task order, or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO designated by the CO has been delegated authority to inspect and accept all services, reports, and required deliverables or outputs.

E.3 MONITORING AND EVALUATION PLAN, INCLUDING PERFORMANCE STANDARDS

The Contractor shall submit a monitoring and evaluation plan (to include benchmarks, milestones, deliverable, results, performance indicators and standards, etc.) for each TO, as stipulated by the CTO. The Monitoring and Evaluation Plan is subject to the approval of the CTO. The proposed/negotiated/accepted plan will be incorporated into each respective TO upon award.

If the TO specifies performance standards/indicators, the respective CTOs and COs will evaluate the Contractor's performance based on such standards.

E.4 PERFORMANCE EVALUATION

(a) Contractor Performance Reports

Evaluation of the Contractor's overall performance shall take place in accordance with FAR Subpart 42.15 and corresponding USAID procedures, and the Contractor's performance will be evaluated annually and at Contract completion, utilizing the performance standards set forth below.

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth herein shall be conducted jointly by the Cognizant Technical Officer

(CTO) and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this Contract. The factors to be assessed are:

- (1) Quality of Product or Service
 - (2) Cost Control
 - (3) Timeliness of Performance
 - (4) Business Relations
 - (5) Effectiveness of Key Personnel and Subcontractors
- (b) Final Completion Evaluations. The Contractor will receive an assessment of performance under each completed task order and the completed basic IQC as a whole. Task order and overall basic IQC assessments shall be completed within six months of the completion of task order activities. All assessments will be carried out by the respective CTO under the overall direction of the respective CO and will be signed by both individuals. The Contractor shall have 30 days from the time of receipt from USAID to comment and/or rebut the assessments. The Agency has 15 days after receipt of the Contractor's comments or rebuttal to review and make a final determination.
- (c) Interim Evaluations. For multi-year task orders over \$100,000, interim past performance evaluations will be conducted after at least 12 months of performance have elapsed. Thereafter, interim evaluations will be conducted at the discretion of the CO. The CTO and CO will also conduct an annual evaluation of the overall basic IQC. Generally, interim evaluations should be performed at least once in a two-year period.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.211-18	VARIATION IN ESTIMATED QUANTITY	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 DELIVERY SCHEDULE

The deliverables under this Contract are considered to be achievements of the activities and results included in this Contract and individual task orders. All work under this Contract and task orders there under shall be completed as required under the Contract or individual task orders.

F.3 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days (or as determined in each Task Order and approved by the CO) after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than a date that is determined for each task order and approved by the CTO after receipt of [Task Order] award. The time stated for completion shall include final cleanup of the premises. Delivery shall be performed in accordance with the following completion sequencing:

Item	Work Portions to Be Completed	Calendar Days after Date of Notice to Proceed
TBD for each task order	TBD for each task order	TBD for each task order

F.4 PERIOD OF PERFORMANCE

The ordering period for task orders under this Contract will be 3 (three) years from the date stated in block 31 of SF 33 (first page). Although task orders may be issued at any time during this ordering period, two constraints apply to the period of performance for task orders. First, the period of performance for a task order may not go beyond three (3) years after the end of the ordering period. Second, a task order may not be awarded for a period of performance that goes more than two (2) years into the future at the time the order is either awarded or extended by modification.

F.5 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in this Contract, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this Contract.

F.6 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the deliverables or outputs to the CTO as specified in Section G.

F.7 RECORD DRAWINGS (JUN 1994)

The Contractor shall maintain at the job site two sets of full-size prints of the Contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the Contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the Contract drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the Contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original Contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer.

F.8 KEY PERSONNEL

- A. The key personnel for whom the Contractor shall furnish for the performance of this Basic IQC are as follows:

Title	Name of Individual
Chief of Party (COP)/Project Manager	
Deputy Chief of Party (DCOP)/Construction Manager	

- B. The Key Personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor

shall immediately notify both the Contracting Officer and USAID CTO reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.9 TASK ORDER PROCEDURES

(a) Step 1 - Project Identification and Prioritization

Projects will be identified and prioritized by the CTO. Typical projects using this process will include construction (including the procurement of equipment and materials), rehabilitation, and renovation services relating to the Aceh highway.

Task Orders for infrastructure services will be solicited and awarded based on the procedures laid out below. The Government reserves the right to procure similar services from other sources during the period of this Contract.

When determining whether to award a task order to the Contractor, the Contracting Officer will consider such criteria as: (a) The quality of the performance of the Contractor under the current Contract, past IQC's, and/or other contracts; (b) The Contractor's current capacity to accomplish the proposed task order in the required time; (c) Uniquely specialized experience for specialty type requirements; and (d) Pricing history and other relevant factors.

(b) Step 2 - Notification of Proposed Task Order

As the need arises for performance under the terms of this Contract, the CTO will notify the Contracting Officer and the Contractor of an existing requirement. This notification can come before a Request for Task Order Proposal (RFTOP) is issued (see Step 3) or at the time the RFTOP is issued by the Contracting Officer.

Upon receipt of this notification, the Contractor shall respond to the needs of the Government within five (5) working days by visiting the proposed work site in the company of the CTO, and/or establishing oral contact with the CTO to further define the scope of the requirement.

No separate payment will be made for such efforts to visit the site or to otherwise assist the Government in jointly identifying the scope of work for the proposed task order.

A site visit is considered essential to the preparation of a complete proposal, and to understanding the total results desired by the Government. Failure to visit the site, and/or discuss the project requirements with the CTO, may not be used as an excuse for omissions or errors in any task order proposals.

The Government will furnish the Contractor a task order statement of work in sufficient detail of design development to be able to accurately price the work, using normal estimating and take-off procedures. The Contractor may have to visit the site and/or perform normal measurement surveys and calculations or standard extensions to Government furnished designs. No separate payment will be made for such efforts.

(c) Step 3 - Proposal Preparation and Negotiation

The Contractor will submit proposal(s) for execution of the construction task order. No separate payment will be made for the costs to prepare, submit, and/or negotiate a task order proposal. The proposal(s) will be evaluated and/or negotiated as sole source actions.

(1) The Contractor shall respond to the RFTOP within the number of calendar days stated in the RFTOP. In the event the Contractor is unable to submit a proposal or offer in response to an RFTOP, the Contractor shall notify the Contracting Officer in writing. The proposal will be prepared as follows:

Section I	Introduction
Section II	Objective
Section III	Activities, Schedule and Responsibilities
Section IV	Staffing
Section V	Detailed Technical Description/Deliverables based as much as possible on performance standards to which the Contractor will be held
Section VI	The Types of Services/Personnel Requirements and Price Proposal
Section VII	Miscellaneous
	Other Requirements
	Duty Post
	Use of Government Facilities or Personnel
	Classified Information, if any
	Logistical Support

(2) Prices for construction equipment shall be based on the Contractor's costs in accordance with FAR 31.105(d)(2).

(3) The Contractor shall provide copies of their proposed subcontractors' proposals as part of their proposal for a task order, as applicable. Except as provided below, each subcontractor shall prepare its proposal in the same detail and format as required from the Contractor above, as applicable. Subcontractors shall identify costs for direct labor tradesmen and site overhead costs within their proposals to the Contractor.

(4) Subcontractors shall separately identify all markups for general and administrative expense and profit in their proposal to the Contractor. The Government may pay for subcontractor bonds. However, normally, the Government will negotiate a lower profit rate to offset the reduced risk to the Prime contractor for required subcontractor bonds. Therefore, the Contractor should consider this when establishing his profit rate.

(5) Except for professional design services, the Contractor may provide copies of competitive quotes from subcontractors, in lieu of providing a detailed subcontractor proposal with separately identified labor, material, equipment costs and markups. Adequate competition may normally be assumed when there are at least three independent quotes. The CTO may allow two quotes, upon request of the Contractor, prior to submission of the task order proposal on a case by case basis. Subcontractors shall provide quotes in reasonable enough detail for the Government and the Contractor to be able to accurately confirm the scope of services and materials included in the quote. The Government reserves the right to require a detailed breakdown of a proposed subcontract proposal or quote, if necessary to determine its reasonableness.

(6) The Contractor must propose and clearly identify all costs to be included in an individual requirement.

(7) The Contractor must support its proposal by necessary documentation to indicate that adequate planning to accomplish the requirement has been done. The proposal must have adequate detail for the CTO to analyze to determine fairness and reasonableness in accordance with FAR Subpart 15.4, Contract Pricing.

(8) Time for submittal of the Contractor's proposal will be as agreed upon between the Government and the Contractor.

(9) In accordance with FAR Subpart 15.4, the Contractor's proposal for any task order exceeding \$550,000 is subject to the requirements of the Truth in Negotiations Act ("TINA"). The Contractor shall submit certified "Cost or Pricing Data" to support all non-pre-priced items in the proposal, unless a waiver under the above cited FAR provisions applies. The Government may audit a proposal subject to TINA.

(10) Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness and analyze prices for fairness and reasonableness. The parties will negotiate all items, quantities for items, and performance times.

(d) Step 4 - Proposal, Performance, and Payment Bonding Coverage

Initial and on-going performance and payment bond or guarantee requirements must be sufficient to cover the total amount of uncompleted task orders issued. Additional bond or guarantee coverage shall be added during the task order performance should the value of undelivered work outstanding on the task order exceed the current performance bond levels. The Contractor will be notified of the required level of coverage prior to award of a task order and shall provide the required protection within 5 (five) days of award of the task order. The Government will not issue a task order until the Contractor provides sufficient bonds or guarantees to cover the work being performed.

(e) Step 5 - Award of Task Orders

Upon successful conclusion of negotiations after the Contractor's submission of a proposal in response to an RFTOP, the Contracting Officer will issue a fixed-price, fixed unit price or hybrid of a fixed price and fixed unit price Task Order. Each Task Order will include, as a minimum, the following information:

- (1) The task order date.
- (2) Contract and task order numbers.
- (3) The Contractor's evaluated or negotiated proposal and amount(s) for the task order.
- (4) The task order price and performance date.
- (5) Accounting and appropriation data.
- (6) Liquidated damages rates, if any.

(7) Any other pertinent data as required on a task order basis.

The Government reserves the right from time to time to execute changes in delivery dates of on-going task orders to accommodate higher priority task orders.

(f) Step 6 - Repair and Construction

After the Contractor develops the quality control (QC) and safety plans and the parties conduct a pre-work conference at the site for a particular task order, the Government will issue the Contractor a "Notice to Proceed" with the task order to perform the construction, repair, or renovation work.

The Contractor will then proceed with the work in accordance with the approved work plan. The CTO will provide the on-site Contract administration and quality assurance of the Contractor. The CTO will approve the work and certify the Contractor's payment invoices.

Modifications to task orders will be priced using the same method by which the original task order price was established. Pricing of modifications will be in accordance with Part 31 of the Federal Acquisition Regulation.

(g) Step 7 - Turnover and Closeout

The final step will be the acceptance of the project by the Government, turnover to the Cognizant Technical Office, and closeout of the project task order. Deliverables may include, but not be limited to, O&M documentation and manuals, O&M training, warranty information, and as-built drawings.

F.10 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (JAN 2004)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address:

(A) Via E-mail: docsubmit@dec.cdie.org;

(B) Via U.S. Postal Service:

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910
USA;

(C) Via Fax: (301) 588-7787; or

(D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this Contract must be submitted to the Paying Office indicated in the schedule of this Contract. The Cognizant Technical Officer (CTO) is the authorized representative of the Government to approve vouchers under this Contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures [Document Number: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this Contract and are correct: the sum claimed under this Contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this Contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this Contract.

(c) Upon compliance by the Contractor with all the provisions of this Contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this Contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this Contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this Contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Procurement
USAID/Indonesia
American Embassy Jakarta
Jl. Medan Merdeka Selatan No. 3-5
Jakarta 10110, Indonesia

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

To assist in fulfilling the Contracting Officer's responsibilities to ensure compliance with the terms of the Contract and for safeguarding the interests of the United States in its relationship with the Contractor, the Contracting Officer will designate a Cognizant Technical Officer (CTO). This individual will be in a unique position to monitor how well the Contractor is progressing towards achieving the Contract's purpose and will be responsible for providing technical liaison between the Contractor and the Contracting Officer, which is a critical role in ensuring good Contract performance. The Cognizant Technical Officer for this Contract will be designated in a formal letter by the Contracting Officer after award.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) "Technical Directions" is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- (b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
 - (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
 - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays, or problems.
 - (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the Contract schedule, funds, or scope. All Contractual agreements, commitments, or modifications which involve prices, quantities, quality, or schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this Contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.
- (e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining Contract scope and interpreting Contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this Contract. Notwithstanding any clause contained elsewhere in this Contract, the said authority remains solely with the Contracting Officer. These changes

include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and Contract terms and conditions. In the event that the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (f) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to a change within the specified number of days contained in FAR 52.243-7 (Notification of Changes) waives the Contractor's right to any claims for equitable adjustments.

G.5 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter, or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

G.6 PAYING OFFICE

The paying office for this Contract is:

Office of Financial Management
USAID/Indonesia
American Embassy Jakarta
Jl. Medan Merdeka Selatan No. 3-5
Jakarta Pusat 10110
Indonesia

G.7 ACCOUNTING AND APPROPRIATION DATA

Budget/Fiscal
Project Number:
Team/Division: Office of Aceh Reconstruction and Rehabilitation
MAARD No.:
Amount Obligated: \$
Appropriation Symbol:
Budget Plan Code:

G.8 PRICE PROPOSAL FOR TASK ORDERS

Each Task Order will be negotiated based on USAID requirements/Requests for a Task Order Proposal (RFTOP) and the Contractor's written proposal. Unless otherwise required by the

respective RFTOP, each of the Contractor's task order proposals must contain (as a minimum) the following information:

- (a) Required Certifications and Other Information
 - (1) Biographical Data Sheet (AID Form 1420-17)
The Contractor shall submit a Contractor Employee Biographical Data Sheet (USAID Form 1420-17) to support salary information. The form must be signed by the individual and the Contractor (or subcontractor) in the appropriate spaces with all blocks completed, as appropriate;
 - (2) A certification that the proposed personnel were not suggested or requested by USAID;
 - (3) Disclosure of Lobbying Activities, if the proposal exceeds \$100,000 in accordance with the contract clause entitled "Limitation in Payments to Influence Certain Federal Transactions" (FAR 52.203-11);
 - (4) Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (FAR 52.209-5), if the proposal exceeds the Simplified Acquisition Threshold (currently \$100,000);
 - (5) Anti-Kickback Procedures (FAR 52.203-7), if the proposal exceeds the Simplified Acquisition Threshold (currently \$100,000);
 - (6) Certificate of Current Cost and Pricing Data is required, pursuant to FAR 15.406-2, for task orders in excess of \$550,000;
 - (7) Drug-Trafficking Certification (currently \$100,000 for covered countries); and
 - (8) Small Business Subcontracting Plan – the Contractor shall submit a Small Business Subcontracting Plan for each task order proposal exceeding \$500,000.

G.9 CONTENTS OF TASK ORDERS

Except as otherwise recommended by the CTO and approved by the CO all task orders must include the following:

- (a) Identify as a FUP or LSFP task order;
- (b) Source of Funds and Fiscal Data;
- (c) Total Estimated Lump Sum-Fixed Price and/or Fixed-Unit Price;
- (d) Obligated Amount (which shall constitute the maximum liability on behalf of the Government);
- (e) Statement of Work (SOW);
- (f) Place of Performance;
- (g) Period of Performance;
- (h) Logistic Support and manner to be provided;
- (i) USAID and Other Officials (e. g. CO & CTO);
- (j) Deliverables/ Results;
- (k) Special Requirements/Relevant Information (e.g., source/origin/nationality waivers);
- (l) Task Order Number and Contract Number;
- (m) Government-Furnished Property, if any, to be furnished by USAID;
- (n) Key/Essential Personnel; and
- (o) Non-Expendable Property Required.

G.10 PROGRESS REPORTING REQUIREMENTS

A. Types of Reports

Progress reporting requirements are mentioned in AIDAR 752.242 and detailed herein. The following provides illustrative information for types of reports that USAID will require for all task orders issued under this Contract:

1. Daily and Weekly Reports as needed with the content determined by the CTO. The Daily and Weekly Reports may include, but are not limited to the following:

- (i) all relevant project information broken down by area or type;
- (ii) the number of Indonesian and/or regional sub-contractors and the value of those contracts; and
- (iii) the number of Indonesian hired and/or regional individuals under the Contract including all sub-contracts.

2. Monthly Progress Reports: The Contractor shall submit a Monthly Progress Report to the CTO not later than the tenth working day following the end of the month. Each Monthly Progress Report shall, as a minimum requirement, include the following:

- (a) An executive Summary of current activities;
- (b) A presentation of major problem areas with recommendations for resolving these problems and corresponding schedules for their resolution;
- (c) A highlight of problems requiring USAID intervention; and
- (d) A presentation of progress accomplished versus progress scheduled.

When appropriate, a discussion is to be included for any significant, potential or actual, slippage in schedule, and the steps being taken to avoid or make recovery. Subject reports shall be supported, as required, by tables, charts, financial information, selected photographs, or other information that will contribute to a concise, yet comprehensive, report.

3. Monthly Financial Summary: The Contractor shall submit monthly financial summaries for its Contract and each subcontract showing disbursements and accruals to-date, budget estimate, subcontract obligation, change orders, anticipated change orders, and an estimated cost to complete. In addition, the Contractor shall report on resources spent for equipment, services, labor, or sub-contracting. Each Monthly Financial Summary shall be submitted to the CTO and Contracting Officer not later than the tenth working day following the end of the month.

4. Financial Status Report: As required by the CTO the contractor shall provided a financial status report that sets for the obligated amount in the TO, the unexpended balances, the accruals, and the pipeline of obligation. These reports will only be requested at no more than a quarterly basis.

5. Summary Report of Contract: As required by the CTO the contractor shall provide a status report of the TO. The contents of this report shall be determined by the CTO and shall be transmitted to the contractor in writing. This report will be required at the discretion of the CTO as necessary to administer the TO.

B. Submission of Reports

The cover page of all reports/deliverables required in this Section shall include the USAID logo or the Agency name prominently displayed as per the standards set forth in Section D.2 – Branding, the Contract number, the specific task order number and title (if applicable), the

Contractor's name, the name of the USAID technical office for each task order (if applicable), the publication or issuance date of the document, document title, author name(s) and title of Project/activity. Descriptive information is required regardless of whether Contract-furnished products are submitted in paper or electronic form. All materials shall include the name, organization, address (inc. e-mail), and telephone/fax number of the person submitting the materials.

1. Progress Reports

Coverage:	Separate reports for each approved task order
Frequency:	Weekly, bi-weekly, or monthly based on USAID's own reporting requirements and as stated above
Format:	Narrative with photos, charts, and tables as appropriate
Distribution:	USAID CTO and Contracting Officer
Method of Submission:	Electronic required with hard copy as appropriate and necessary

2. Financial Status Report

Frequency:	Quarterly or as otherwise directly by USAID
Format:	Spreadsheet showing ceiling price of task order, obligated funding to date, expenses to date (actual and accrued), and remaining unspent funds.
Report due:	Within 30 days of the end of the respective quarter
Distribution:	USAID CTO and Contracting Officer.
Method of Submission:	Electronic required with hard copy as appropriate and necessary

Specific deliverables and reporting requirements for each task order will be as stated in the task order itself. In general, the Contractor shall be responsible for all results and deliverables to be achieved under each task order.

3. Summary Report of Contract

The Contractor shall submit a summary report covering all task orders semi-annually starting from 6 months after contract award and within 90 days of the expiration date of the Contract.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AIDAR 752.7027 PERSONNEL (DEC 1990)

(a) Clearance.

(1) Individuals Engaged or Assigned Within the United States. The Contractor will obtain written notification from the Contracting Officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this Contract.

(2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this Contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exceptions to this provision can be made in accordance with instructions or regulations established by the Mission Director.

(b) Physical fitness of employees and dependents. See the clause of this Contract entitled Physical Fitness.

(c) Conformity to laws and regulations of Cooperating Country. The Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by Contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

(e) Economic and Financial Activities. Other than work to be performed under this Contract for which an employee or consultant is assigned by the Contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession, or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

H.2 AIDAR 752.225-70 SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS (FEB 1997)

1. Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this Contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR Part 228, "Rules on Source, Origin, and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 with Indonesia unless otherwise specified in the schedule of this Contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

2. Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this Contract:

- (a) Military equipment,
- (b) Surveillance equipment,
- (c) Commodities and services for support of police and other law enforcement activities,
- (d) Abortion equipment and services,
- (e) Luxury goods and gambling equipment, or
- (f) Weather modification equipment.

3. Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Mission Director:

- (a) Agricultural commodities,
- (b) Motor vehicles,
- (c) Pharmaceuticals and contraceptive items,
- (d) Pesticides,
- (e) Fertilizer,
- (f) Used equipment, or
- (g) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this Contract without the prior written authorization of the Contracting Officer and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 CONTRACTOR EMPLOYEES

(a) Pursuant to AIDAR 725.703, except as specifically provided in paragraph (b) of this clause, there are no nationality restrictions on employees or consultants of either the Contractor or subcontractors providing services under this Contract, except that they must be citizens of a Geographic Code 935 country, or non-U.S. citizens lawfully admitted for permanent residence in the U.S.

(b) For this Contract, at least one-half of the supervisors and any other specified Key Personnel working at the project site for each TO must be U.S. citizens or permanent legal residents of the United States. Exceptions may be authorized by the Mission Director in writing if special circumstances make compliance impractical.

H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be

obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon Contract completion, the Contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the CTO, the Contractor shall submit, one copy each, of contract reports and information/ intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following:

(A) Via E-mail: docsubmit@dec.cdie.org <<mailto:docsubmit@dec.cdie.org>>;

(B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA;

(C) Via Fax: (301) 588-7787; or

(D) On-line: <<http://www.dec.org/index.cfm?fuseaction=docSubmit.home>>.

(ii) The Contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the Contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the Contract number(s), Contractor name, name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Contract is 000 with Indonesia. Procurement of goods and services from the host country are permitted in accordance with 22 C.F.R. § 228.40 and ADS Chapter 311. Please refer to Section H.2 for more information. Subcontracting with Indonesian parastatals is allowed with the Mission Director's prior written approval.

H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources: **[TO BE PROPOSED FOR EACH TASK ORDER]**.

H.7 LANGUAGE REQUIREMENTS

Contractor personnel shall have the necessary language proficiency to perform services as required under each task order.

H.8 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

In accordance with AIDAR 752.7032 and AIDAR 752.7027 PERSONNEL (incorporated above), the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this Contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount in the Contract or each task order. The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.9 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3, Worker's Compensation Insurance (Defense Base Act, DBA), USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Fax: (703) 354-0370
E-Mail: www.rutherford.com

(b) USAID does not currently have a contract with a MEDEVAC service provider despite the language stated in AIDAR 752.228-70(a). Therefore, the Contractor is responsible for providing medical evacuation coverage for their employees. The following State Department website, www.state.gov/m/dghr/flo/24051.htm, provides possible sources for which MEDEVAC may be obtained. USAID does not specifically endorse any of the listed sources.

H.10 LOGISTICAL SUPPORT

The Contractor shall be responsible for providing all its own logistical support, which is necessary and of an acceptable standard for the timely completion of work under this Contract. If the Contractor has first exhausted all recourse through normal, standard Indonesian procedures with unsatisfactory results, then USAID will assist the in obtaining the various government approvals and clearances required.

H.11 PERSONAL USE OF PROJECT VEHICLES

Personal use of project vehicles is subject to the policies and Mission Orders of USAID/Indonesia (as amended from time to time) and generally is not permitted. Long-term contractors (24 months or more) will be entitled to shipping allowances of project vehicles. Shuttle service, for expatriates only, for the purpose of going to and from the office will be allowed provided reimbursement is in accordance with Mission policy.

H.12 CONTRACTOR NOTICES AND MISSION ORDERS

Guidance and policy matters addressed in Contractor Notices and Mission Orders apply to this Contract unless otherwise specified by the Contracting Officer.

H.13 RECORDS, INFORMATION, DOCUMENTS, AND MATERIALS

Except as specifically authorized by this Contract, or as otherwise approved by the Contracting Officer, records or other information, documents, and material furnished by USAID or Indonesian agencies to the Contractor in the performance of this Contract or information developed by the Contractor in the course of the work hereunder, will be used only in connection with the work performed under this Contract. The Contractor will, upon completion or termination of this Contract transmit to USAID and Indonesian agencies all records or other information, documents, and materials, and any copies thereof, furnished to the Contractor or developed by the Contractor in the performance of this Contract.

H.14 LANGUAGE AND UNITS

All correspondence, reports, studies, questionnaires, and contract amendment, or other related documents shall be in the English language and shall use metric units of measurement, Système International (SI). All drawings, maps, tables, and charts shall be in English and shall use SI units of measurement. Although English is designated as the official language of all construction contracts, an unofficial Host Country translation and vice-versa of certain the Contract Forms, correspondence, major decisions or directives, may become necessary and shall be prepared by the Contractor and submitted to USAID, as appropriate. The Contractor shall provide timely and high quality translation services as required in the above work.

H.15 OWNERSHIP OF DOCUMENTS

As each discrete portion of the Contract work is completed, the originals of all drawings, and copies of all field data, test results, studies, reports, and other materials prepared as part of this Statement of Work shall be delivered to the USAID. All such documents are to be in good condition and corrected to represent As-Built status. Further, all such transmittals are to be clearly identified, complete with comprehensive indices and separated by discipline as well as by major sections of the project. Concurrently, two (2) copies of the transmittal letters complete with the comprehensive indices are to be delivered to USAID for reference purposes. All such documents shall become the property of the Host Country and may be transferred at its discretion. The Contractor shall not release such documents to third parties without the express written permission of USAID and the Host Country.

H.16 WORK PLAN AND IMPLEMENTATION PLANS

The CTO shall be responsible for reviewing, approving, or disapproving all work and implementation plans and any changes to work and implementation plans previously agreed upon within 15 days of submittal by the Contractor. The CTO has the authority to approve work and implementation plans provided that the plans do not materially affect the contract, deliverables or costs. If such is the case, the CTO shall recommend to the CO modifications to the Contract. Such modifications shall be bilateral modifications and approved by both the Contractor and the Government.

H.17 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every Contractor employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the Contract, and whether the individual is an employee or dependent.
- (3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the Contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.18 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this Contract.

H.19 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

Pursuant to AIDAR 752.229-70, the taxes referred to in FAR 52.229-3 are U.S. and not foreign (including Indonesian) taxes.

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the Contract date but whose exemption was later revoked or reduced during the Contract period, on the transactions or property covered by this Contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the Contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this Contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the Contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the Contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this Contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this Contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the Contract is performed wholly or partly in any of those areas.

- (b) The Contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The Contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal

excise tax or duty or rate increase was included in the Contract price, as a contingency reserve or otherwise.

- (d) The Contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The Contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the Contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the Contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

H.20 REPORTING OF FOREIGN TAXES

- (a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
 - (i) The Contractor's name;
 - (ii) A contact name with phone, fax, and e-mail contact information;
 - (iii) The Contract/Task Order number(s);
 - (iv) The amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003;
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa);
 - (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31;
 - (vii) The final report is an updated cumulative report of the interim report;
 - (viii) Reports are required even if the Contractor did not pay any taxes during the report period;
 - (ix) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause: (i) "Commodity" means any material, article, supply, goods, or equipment; (ii) "Foreign government" includes any foreign governmental

entity; and (iii) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

- (d) Where. Submit the reports to: USAID/Indonesia Office of Financial Management, American Embassy Jakarta, Jl. Medan Merdeka Selatan Jakarta Indonesia 10110.
- (e) Subcontracts. The Contractor must include this reporting requirement in all applicable subcontracts.

For further information see <http://www.state.gov/m/rm/c10443.htm>

H.21 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

- (a) The objectives of the USAID Disability Policy are: (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities.

The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>

- (b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this Contract. To that end and within the scope of the Contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

H.22 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (SEPTEMBER 2004)

- (a) One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy, USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website:
http://www.usaid.gov/about/disability/financed_construction.html
- (b) USAID requires the Contractor to comply with standards of accessibility for people with disabilities in all structures, buildings, or facilities resulting from new or renovation construction or alterations of an existing structure.
- (c) The Contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and

usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

- (d) New Construction. All new construction will comply with the above standards for accessibility.
- (e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.
- (f) Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above: (1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

H.23 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

The U.S. Government may terminate this Contract without penalty if the Contractor or any subcontractor: (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the Contract is in effect, or (ii) uses forced labor in the performance of the Contract.

H.24 CONSTRUCTION CLAUSES

This basic IQC contains construction clauses that also apply to each task order unless otherwise stated. Additional clauses not included in the basic IQC may be incorporated into task orders as appropriate. As necessary, the Contractor shall also include these construction clauses in its subcontracts, edited as appropriate.

H.25 CONSENT TO SUBCONTRACT

Consent to subcontract to any organizations proposed as part of the Contractor's team under the basic IQC or Task Order #1 will be deemed to be granted at the time of Contract award, unless the Contractor is otherwise notified by the Contracting Officer in writing. Consent to subcontract will be required for all other subcontracts, even if the Contractor has a procurement system approved by the Federal government, unless otherwise agreed by the Contracting Officer in

writing. Any subcontracts for construction that are proposed as other than fixed-price or which are not competed will be subject to particular scrutiny.

H.26 RIGHT TO PROCURE FROM OTHER SOURCES

The Government, under the terms of this IQC, retains the right to procure similar services from other sources during the period of this Contract. USAID reserves the right to contract with other entities outside of this Contract.

H.27 MAXIMIZING USE OF LOCAL ENTITIES

To the maximum extent practicable, the Contractor shall promote the participation Acehnese individuals and firms in the implementation of activities under the Contract. In keeping with the principles of designing a program for Aceh, and where the Contractor determines that program content and efficiency of implementation will be beneficial, the Contractor shall seek to sub-contract with local NGOs, local vendors and service providers, and other Acehnese and Indonesian entities in the implementation of the Contract.

H.28 KEY PERSONNEL UNDER TASK ORDERS

The CO and the RFTOP may indicate Key Personnel as specifically required for that particular task order.

[END OF SECTION H]

PART II. CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.207-2	NOTICE OF COST COMPARISON (NEGOTIATED)	FEB 1993
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC 2001
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.211-13	TIME EXTENSIONS	SEP 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997

52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-16	FACILITIES CAPITAL COST MONEY	JUNE 2003
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2002
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS	APR 1984
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-5	PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACT	SEPT 2002
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION ALTERNATE I (APR 1984)	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-16	QUANTITY SURVEYS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	AUG 1987
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.246-21	WARRANTY OF CONSTRUCTION	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 2003
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-3	VALUE ENGINEERING--CONSTRUCTION ALTERNATE I (APR 1984)	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEP 1996)	MAY 2004
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORM	JAN 1991

AIDAR 48 CFR CHAPTER 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JULY 1998
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR	APR 1984

	PERSONNEL	
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	OCT 1989
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/this address: <http://arnet.gov/far>.

I.3 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

- (a) Claims for reimbursement or payment under this Contract must be submitted to the Paying Office indicated in the schedule of this Contract. The CTO is the authorized representative of the Government to approve vouchers under this Contract. The Contractor must submit either paper or fax versions of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.
- (1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)			
<i>Line Item</i>	<i>Description</i>	<i>Amt. Vouchered To Date</i>	<i>Amt. Vouchered This Period</i>
0001	Product/Service Desc. for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

- (2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this Contract and are correct: the sum claimed under this Contract is proper and due, and all the costs of Contract performance (except as herewith reported in writing) have been paid, or

to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this Contract.

BY: _____
TITLE: _____
DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this Contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this Contract.
- (c) Upon compliance by the Contractor with all the provisions of this Contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this Contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this Contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this Contract entitled "Audit and Records – Negotiation".

I.4 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)

- (a) Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- (b) All locally-financed procurements must be covered by source/ origin and nationality waivers as set forth in subpart F of 22 CFR Part 228 except as provided for in 22 CFR § 228.40, Local Procurement.

I.5 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 40 (forty) percent of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.6 FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by:

(b) Weather Conditions:

(c) Transportation Facilities:

(d) Other Physical Data:

I.7 FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: To be provided with each RFTOP

Address: To be provided with each RFTOP

Telephone: To be provided with each RFTOP

I.8 COMMUNICATIONS PRODUCTS (OCT 1994)

A. Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

B. Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the Contract or approved in writing by the Contracting Officer. A copy of the standards for USAID financed publications and video productions is attached.

C. Communications products which meet any of the following criteria are not eligible for USAID financing under this Contract unless specifically authorized in the contract or in writing by the contracting officer:

1. All communications materials funded by operating expense account funds;

2. Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.
 3. Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 4. Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- D. The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (A) above [not just those which meet the criteria in paragraph (C)] which is anticipated under the Contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.9 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such task orders may be issued from the effective date through the expiration dates as stated in section F of this Contract.
- (b) All task orders are subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.
- (c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only as authorized in the Schedule.

I.10 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this Contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 1. Any order for a single item in excess of \$ **NO LIMIT**
 2. Any order for a combination of items in excess of \$ **NO LIMIT**
 3. A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.11 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite quantity contract for the supplies or services specified and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this Contract after 3 years from the end date of the ordering period.

I.12 FAR 52.216-4 ECONOMIC PRICE ADJUSTMENT—LABOR AND MATERIAL (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer if, at any time during Contract/task order performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under a task order. The notice shall include the Contractor's proposal for an adjustment in the task order unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.
- (b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the task order unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall

modify the respective task order (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

- (c) Any price adjustment under this clause is subject to the following limitations:
 - (1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for—
 - (i) Supplies or services for which the production cost is not affected by such changes;
 - (ii) Changes in rates or unit prices other than those shown in the Schedule; or
 - (iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.
 - (2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
 - (3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph(b) of this clause.
 - (4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.
- (d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

I.13 FAR 52.211-10 COMMENCEMENT PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to: (a) commence work under this task order 15 calendar days after the date the Contractor receives the Notice to Proceed; (b) prosecute the work diligently; and (c) complete the entire work ready for use not later than that date set forth in the individual task order. The time stated for completion shall include final cleanup of the premises.

Alternate I (Apr 1984). If the completion date is expressed as a specific calendar date, computed on the basis of the Contractor receiving the notice to proceed by a certain day, the CO may supplement the basic clause with the following paragraph:

The completion date is based on the assumption that the Contractor will receive the Notice to Proceed by the date specified in the Task Order. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the Notice to Proceed,

except to the extent that the delay in issuance of the Notice to Proceed results from the failure of the Contractor to execute the Contract and give the required performance and payment bonds within the time specified in each task order proposal.

I.14 LIQUIDATED DAMAGES—CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the Contract, the Contractor shall pay liquidated damages to the Government in the amount of specified in the individual task order for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

I.15 FAR 52.228-1 PROPOSAL GUARANTEE (SEP 1996)

- (a) FAR 52.228-1 applies to proposals submitted by Offerors under Task Order #1. This clause will also apply to the IQC awardee for future task order proposals submitted in response to RFTOPs issued under this IQC.
- (b) Failure to furnish a proposal guarantee in the proper form and amount, by the time set for opening of proposals, may be cause for rejection of the proposal.
- (c) The Offeror shall furnish a proposal guarantee in the form of a firm commitment, *e.g.*, a proposal bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The CO will return proposal guarantees, other than proposal bonds—
 - (1) To unsuccessful Offerors as soon as practicable after the opening of proposals; and
 - (2) To the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.
- (d) The amount of the proposal guarantee shall be 25 percent of the proposal price or \$500,000, whichever is less.
- (e) If the successful Offeror, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the Offeror, the Contracting Officer may terminate the contract for default.
- (f) In the event the Contract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal guarantee shall be available to offset the difference.

I.16 FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (SEP 2005)

- (a) *Definitions.* As used in this clause—
“Original Contract price” means the price of a task order. Original Contract price does not include the price of any options, except those options exercised at the time of Contract award.

- (b) *Amount of required bonds.* Unless the resulting task order price is \$100,000 or less, the successful Offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
- (1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of task order award shall be 100 percent of the original task order price.
 - (2) *Payment bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of task order award shall be 100 percent of the original task order price.
 - (3) Additional bond protection.
 - (i) The Government may require additional performance and payment bond protection if the task order price is increased. The increase in protection generally will equal 100 percent of the increase in task order price.
 - (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Proposal Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
- (d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:
- U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, D.C. 20227
- (e) *Notice of subcontractor waiver of protection (40 U.S.C. § 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of a particular task order.

I.17 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages ____ (to be determined), it is agreed that as a condition of award of this Contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this Contract) in and to the technical data contained in the proposal dated ____ (to be determined) upon which this Contract is based.

I.18 AIDAR 726.7102 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (JAN 1994)

- (a) No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.
- (b) No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.
- (c) No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.
- (d) This provision must be included in all subcontracts.

I.19 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES (OCTOBER 1998)

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment, and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

I.20 AIDAR 752.7034 PUBLICATIONS AND MEDIA RELEASES (JAN 2004)

- (a) USAID shall be prominently acknowledged in all publications, videos, or other information/media products funded or partially funded under this Contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the American People through U.S. Agency for International Development Mission to Indonesia, under the terms of Award No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the Contractor is instructed otherwise by the Cognizant Technical Officer, publications, videos, or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

(c) The Contractor shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the Contract with lists of other written work produced under the Contract. In addition, the Contractor shall submit one electronic (preferred) or one paper copy of final documents to USAID's Development Experience Clearinghouse (DEC) in to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 5887787; or (D) Online at <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

(d) Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a paper copy must be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

(e) Each document submitted should include the following information: 1) descriptive title; 2) author(s) name; 3) Contract and task order number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(f) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost, as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the Contract has identified the profits or royalties as program income.

(g) Except as otherwise provided in the terms and conditions of the Contract, the author or the Contractor is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF SECTION I]

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

**ATTACHMENT
NUMBER**

TITLE

1 TASK ORDER #1 - STATEMENT OF WORK

2 LIST OF DRAWINGS

These documents are contained in a separate Compact Disc and must be requested separately. Please refer to the Cover Letter for procedures for requesting this information.

3 BILL OF QUANTITIES TASK ORDER #1

4 CONSTRUCTION SPECIFICATIONS

These documents are contained in a separate Compact Disc and must be requested separately. Please refer to the Cover Letter for procedures for requesting this information.

5 ENVIRONMENTAL ASSESSMENT

These documents will be contained in a separate Compact Disc and USAID intends to issue these documents as an Amendment at the pre-proposal conference.

6. CONSTRUCTION SUPERVISION MANUAL

These documents will be contained in a separate Compact Disc and USAID intends to issue these documents as an Amendment at the pre-proposal conference.

**7 IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE
NUMBERS**

This information can be found at: http://edocket.access.gpo.gov/cfr_2005/aprqttr/22cfr228.03.htm

8 INTERESTED VENDOR INFORMATION FORM

This document is located at the Government Point of Entry <http://www.fbo.gov> and will be activated for this procurement.

**9 USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL
DATA SHEET**

The electronic version of this document is located at:
http://www.usaid.gov/procurement_bus_opp/procurement/forms/.

10 DISABILITY AND PHYSICAL INFRASTRUCTURE

USAID has a policy on standards for accessibility for people with disabilities in USAID-financed construction that should be considered. It may be viewed by following this link:
http://www.usaid.gov/about_usaid/disability/policies.html

11 SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

The electronic version of this document is located at:
http://www.usaid.gov/procurement_bus_opp/procurement/forms/.

12 STANDARD FORM 25 – PERFORMANCE BOND

Please locate the form at: <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>

13 STANDARD FORM 25-A – PAYMENT BOND

Please locate the form at: <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>

[END OF SECTION J]

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

FAR CITATION	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting Contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the Contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. § 7701(c)(3)). If the resulting Contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.3 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(OCT 2003)**

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that

identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and zip code.

(iv) Company mailing address, city, state and zip code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company headquarters name and address (reporting relationship within your entity).

K.4 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at FAR 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at FAR 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes: [] (i) Paragraph (b) applies. [] (ii) Paragraph (b) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(b) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
--------------	-------	------	--------

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.5 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR

FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the Offeror certifies that----
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in Section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. § 11023) and Section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. § 13106), the Offeror will file and continue to file for such facilities for the life of the

contract the Toxic Chemical Release Inventory Form (Form R) as described in Sections 313(a) and (g) of EPCRA and Section 6607 of PPA; or--

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 C.F.R. § 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in Section 313(b)(1)(A) of EPCRA, 42 U.S.C. § 11023(b)(1)(A);-
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. § 11023(f) (including the alternate thresholds at 40 C.F.R. § 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors: (A) Major group code 10 (except 1011, 1081, and 1094). (B) Major group code 12 (except 1241). (C) Major group codes 20 through 39. (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce). (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. § 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- ☐ (v) The facility is not located in the United States or its outlying areas.

K.8 INSURANCE - IMMUNITY FROM TORT LIABILITY

The Offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.9 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. § 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. § 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. § 1354)

K.10 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals: [list names, titles, and telephone numbers of the authorized negotiators].

K.11 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. § 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

K.12 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (DECEMBER 2003)

The Offeror certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

K.13 DRUG-FREE WORKPLACE (JANUARY 2004)

(1) The Contractor agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must:

(a) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

(b) Specify the actions the Contractor will take against employees for violating that prohibition; and

(c) Let each employee know that, as a condition of employment under any award, he or she:

(1) Must abide by the terms of the statement, and (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

(2) The Contractor agrees that it will establish an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) Your policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

(3) Without the Contracting Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.

(4) The Contractor agrees to immediately notify the Contracting Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Contracting Officer within ten calendar days after the Contractor learns of the conviction.

(5) Within 30 calendar days of learning about an employee's conviction, the Contractor must either:

(a) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC § 794), as amended, or

(b) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

(6) The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

K.14 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that--

It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR §§ 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.15 FAR 52.215-6 PLACE OF PERFORMANCE

(a) The Offeror, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
----------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

[END OF SECTION K]

REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.207-2	NOTICE OF COST COMPARISON (NEGOTIATED)	FEB 1993
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://arnet.gov/far/>

L.3 52.215-1 - INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

2) The first page of the proposal must show--

i) The solicitation number;

ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

3) Submission, modification, revision, and withdrawal of proposals.

i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the

time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

- 1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- 2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- 3) It is the only proposal received.

B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-- in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another

source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. 1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

2) The Government may reject any or all proposals if such action is in the Government's interest.

3) The Government may waive informalities and minor irregularities in proposals received.

4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- i) The agency's evaluation of the significant weak or deficient factors in the debriefed offerors offer.
- ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- iv) A summary of the rationale for award.
- v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.4 2.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single Indefinite Quantity Contract (IQC) resulting from this solicitation. However, the Government reserves the right to award more or no contracts from this solicitation. Task Orders issued under the Basic IQC will be fixed unit price/lump sum contracts.

L.5 2.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Dale J. Gredler, Contracting Officer
USAID/Indonesia
American Embassy Jakarta
Medan Merdeka Selatan 3-5
Jakarta, Indonesia 10110

Mailing Address:

Dale J. Gredler, Contracting Officer
USAID/Indonesia
American Embassy Jakarta
Medan Merdeka Selatan 3-5
Jakarta, Indonesia 10110

Fascimile: 62-21-3483-0222

E-mail: dgredler@usaid.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) **SINGLE AWARD.** The U.S. Government anticipates awarding a single award Indefinite Quantity Contract as a result of this Solicitation. The Agency reserves the right to award more or than the anticipated number of contracts stated above or none.

(b) **RFP Instructions.** If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria.

If an Offeror does not understand the instructions in this Solicitation, then the Offeror should write to the Contracting Officer and seek clarification. All questions will be answered in writing and these answers will become an amendment to the RFP and posted on the Government Point of Entry. No questions will be answered by phone or e-mail. **ALL** questions must be in writing and directed to the Contracting Officer. Answers to questions that are not presented as an amendment to this RFP are considered informal and shall not bind the Government.

There is a deadline set forth in the cover letter which is the latest that questions will be received by the Contracting Officer. This deadline is sufficiently in advance of the deadline for the receipt of proposals in order to prepare an answer in time to meet that proposal submission deadline. No questions will be responded to after the questions submission deadline. Please refer to the cover letter for instructions and the deadline for submittal of questions.

(c) **Accurate and Complete Information.** Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) **Pre-award Survey.** USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.

(e) **Offer Acceptability.** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- 1) Completion of Standard Form 33, Blocks 12 through 18;
- 2) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;
- 3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and

- 4) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.
- (f) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

L.7 DELIVERY INSTRUCTIONS

- (a) Receipt of Proposals.

Proposals for the Basic IQC and Task Order # 1 for the Aceh Road and Bridge Reconstruction Project submitted in response to this RFP will be received in the following manner:

- 1) Hand-carry or via courier. Proposals and modifications thereof shall be submitted in sealed envelopes or packages addressed to the office specified below and the information requested below must be placed in the envelopes clearly marked on the outside with the following title:

USAID/Indonesia - RFP 06-015 - Aceh Road and Bridge Reconstruction Project

Proposals shall be submitted in two separate parts 1) technical and 2) cost/business proposal. Technical and Cost/Business Proposals must be kept separate from each other in the submission. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

Technical portions of an offerors' proposal should be submitted with 1 (one) signed original and 6 (six) exact copies. This cost/business proposal shall also be clearly marked as set forth above. The cost/business submission must include 1 (one) signed original and 3 (three) copies.

Offerors are also requested to submit 1 (one) copy of a CD(s) containing a complete electronic copy of the entire application (both technical and cost/business) in an Adobe and/or MS Windows compatible format to the Contracting Officer. This electronic copy shall be secured in a "Read-Only" format.

If hand-carried or sent via courier, address:

Dale J. Gredler, Contracting Officer
Office of Procurement – USAID/Indonesia
American Embassy Jakarta
Medan Merdeka Selatan 3-5
Jakarta, Indonesia 10110

Local Mailing Address:

Dale J. Gredler, Contracting Officer
Office of Procurement – USAID/Indonesia
American Embassy Jakarta
Medan Merdeka Selatan 3-5
Jakarta, Indonesia 10110

International Mailing Address:

Dale J. Gredler, Contracting Officer
American Embassy Jakarta
Unit 8135 – USAID
FPO, AP 96520-8135

Electronic submittal of proposals via e-mail or fax IS NOT AUTHORIZED for this procurement.

(b) Closing Date and Time.

All proposals in response to this RFP shall be due at the above address, not later than **3:00pm (Jakarta Time) July 27, 2006.**

Questions in response to this solicitation must be received in writing via e-mail only to: rfp06_015@usaid.gov, **no later than 5:00pm (Jakarta time) July 17, 2006.**

(c) Late Proposals.

Late proposals shall be subject to the restrictions set forth in FAR 52.215-1. If a proposal is received late or is not eligible for consideration in accordance with the FAR, then the Government may reject that offer without evaluation. For purposes of this RFP, the Government will use a designated watch or clock as the official time for purposes of lateness.

L.8 GOVERNMENT-OWNED SUBCONTRACTOR

Offerors must identify if proposed subcontractors are government-owned as defined in 22 C.F.R. Part 228.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL FOR THE BASIC IQC

(a) Offerors must organize the Technical Proposal to follow the technical evaluation criteria listed in Section M.

(b) The written Basic IQC Technical Proposal is limited to **20 pages** and shall be written in English. Paper size shall be 8.5 x 11 inches. As appropriate, up to 4 (four) fold-out pages may be used sized up to 11 x 17 inches. These fold-out pages shall only contain graphics or diagrams and shall not contain text (except titles, etc.)

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to this page limitation.

Not included in this page limitation are the following:

- Cover pages
- Table of Contents;
- Dividers;
- Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the Offeror) for proposed candidates;

- Past Performance Report Short-Forms (Attachment is in Section J);
- Charts, such as Management Structure Organizational Chart(s); and
- SF 294 forms.

All critical information from appendices should be summarized in the technical proposal.

Resumes for key personnel and other staff are limited to **3 pages** maximum each.

Offeror should note that these instructions apply to the Technical Proposal for the Basic IQC contract, as it will be implemented through Task Order No. 1 and other future Task Orders (as requested).

(c) The Technical Proposal in response to this solicitation must address how the Offeror intends to carry out the Statement of Work contained in Section C. The responses of Offerors must also reflect a clear understanding of the work to be undertaken and the responsibilities of all parties involved. Technical proposals should be specific, complete and presented concisely. The organization should take into account the technical evaluation factors and sub-factors found in Section M.

1) Technical Understanding Methodology and Management Approach [See Section M.]

Offerors shall provide information to demonstrate its understanding of the technical requirements of the statement of work. In order to respond to the Evaluation Criteria in Section M, the proposal should contain a narrative description that demonstrates the offeror's capability to perform in the areas designated in SOW Section C.

Offerors should address in their proposals how they will operationalize the scope of work in Section C, with particular attention to:

- Addressing how the Offeror would mobilize to start operations and work to advance the program's objectives;
- A description and identification of critical program objectives, a demonstrated knowledge and understanding of the Project and a timetable of program implementation;
- Addressing how the Offeror would assure coordination with other programs, donors, and projects active in the area;
- Displaying an understanding of the nature and purpose of the new activities describing a proposed process to implement them, (who, what, how, with whom), and expanding upon some of the critical issues that would arise during the development and of each implementation phase;
- The approach toward monitoring the work performed through clear and concise descriptions of the quality control program, safety program, maintenance of traffic plans and programs, environmental mitigation plans and programs, maintenance and upkeep programs of the roadway during Construction to be used by the Offeror during performance of this project.
- A list of major subcontractors that will be utilized on the project, their roles and their experience and past performance.

Offerors shall also address in their proposals gender-based constraints and issues (e.g., participation in decision-making, access to/quality of employment, capacity building and health) and related to interventions. Offerors should discuss any specific gender impact/problems to consider in the performance of this project and outline appropriate actions that the offeror would undertake during implementation to mitigate these impacts. These considerations will be included in the evaluation in regard to the Offeror ability to implement this project and consider gender and gender-based impacts that could result from this project and how positive impacts could be enhanced and negative impacts could be mitigated.

2) Corporate Past Performance [See Section M.]

The Offeror must provide past performance references for itself and each major subcontractor. Offerors are requested to indicate whether past performance information has been registered in the NIH Contractor Performance System or in any other U.S. Government past performance database. This past performance information must be submitted in accordance with the following:

- i) For the Offeror and each major subcontractor, list five to six (5-6) most recent (**no later than 6 years from the start of the project**) and relevant contracts for efforts similar to this requirement. To ensure uniformity of information for conducting the reference checks, the Offeror/subcontractor shall complete Part 1 (Blocks 1 through 9) of the Contractors Performance Report-Short Form for 5-6 contracts and/or subcontracts. **CURRENT AND ACCURATE** names and telephone numbers and e-mail addresses for all contacts are required. It is recommended that the Offeror/subcontractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the technical proposal. The submission of more than the 5-6 required past performance references will be accepted, but will not impact favorably or unfavorably the past performance score for the offeror.
- ii) If the Offeror/major subcontractor encountered problems on any of the referenced contracts, it may provide a short explanation and the corrective action taken. Space is provided in Block 6 of the Short Form for this explanation. Offerors/subcontractors shall not provide general information on their performance.
- iii) Offerors/major subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information will count in the page limitation.
- iv) The Government may use past performance information obtained from other than the sources identified by the Offeror/major subcontractor. The Government shall determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and best value decision.

3) Key Personnel Qualifications and Experience [see Section M]

Offerors shall propose an individual to serve the position of IQC Chief of Party - Project Manager/Coordinator and a Deputy Chief of Party - Construction Manager. These are the key personnel positions under the Basic IQC. The contract resulting from this solicitation will include a key personnel clause listing the awardees proposed key personnel by name. These are key positions for the management of this project and it is

expected that the proposed person for this position shall have exceptional record of performance and experiences in managing large multi-faceted construction projects similar to the one proposed in this IQC, have the requisite educational and have experience living, working and operating in a difficult environment in the developing world and/or similar.

Offerors shall clearly describe the professional qualifications of the IQC Chief of Party - Project Manager and the Deputy Chief of Party/Construction Manager, including relevant formal training and professional experience, relevant field experience, project management, and any other experience relevant to the SOW.

Offerors shall submit a complete and current resume for the proposed candidates for the key personnel positions. The resumes shall highlight information regarding project management responsibilities over the last ten years. Offerors shall also submit five (5) recent references from previous clients for similar work, with contact information (**current and accurate** email addresses and/or telephone numbers), for the proposed candidate. The Government reserves the right to obtain reference information regarding the IQC Chief of Party Project Manager and the Deputy Chief of Party- Construction Manager from other sources, including any firms, individuals, or government agencies not provided by the Offeror or candidate. Offerors shall include as part of their proposal a statement signed by the person proposed as the IQC Chief of Party - Project Manager and the Deputy Chief of Party - Construction Manager confirming their present intention to serve in the stated position and his/her present availability to serve for the term of the proposed contract.

4) Corporate Organization and Capabilities [see Section M]

The Offeror shall demonstrate its capability to simultaneously manage multiple task orders involving collaborative efforts drawing upon the full range of available skills and experience. In its proposal, the Offeror must describe the roles and responsibilities of home office management staff, their assigned management and decision-making authorities, and the relationship the Offeror will have with expected subcontractors. If an Offeror proposes a consortium approach, the Offeror must describe the formal relationships between/among firms with differing capabilities required to meet the requirements of this request. The Offeror shall demonstrate the skills of the proposed organization(s) with regard to project management, implementation for results, and client relations. The Offeror shall demonstrate its ability to build and maintain relationships with host country counterparts and its ability to collaborate with USAID and other donors. The Offeror shall also demonstrate organizational experience in managing large-scale projects.

Staffing Plan - In response to this RFP, Offerors shall provide an organization staffing plan which indicates their proposed composition of a Home Office-based team to perform administrative and financial control of the project throughout this basic IQC implementation period. Note that specific names of individuals to serve in these positions are not required for purposes of Offeror submissions and evaluations. While this Home Office team will be responsible for the overall management of the IQC and will serve as a point of contact with USAID for all matters related to the basic IQC, it is expected that these individuals will be funded through indirect costs and not directly charged under the contract, except as their level-of-effort may be included in individual Task Orders. Offerors shall also discuss how the proposed staffing plan and the particular

responsibilities of each of the positions identified by Offerors will allow them to implement the project requirements. Offerors shall also address how the Home Office will relate to the field staff.

Note: This RFP does not detail minimum qualifications for any labor category set forth in this RFP. The Government envisions that each offeror will determine for itself what personnel are required to best perform the types of activities and tasks set forth in the Statement of Work. It is within the discretion of the Government to determine whether an individual can perform within the categories proposed.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSALS FOR TASK ORDER #1

All information required for the Basic IQC Technical Proposal should not be repeated in the Technical Proposal for Task Order #1.

Task Order #1 will be awarded concurrently with the award of the Basic IQC.

(a) Offerors shall submit their proposed technical and management approaches for implementation, mobilization and implementation schedule, and proposed team compositions including key personnel and any other essential technical staff and subcontractors for Task Order #1. (See below for more detailed instructions) Offerors must organize Technical Proposals for Task Orders #1 to follow the technical evaluation criteria listed in the corresponding portions of Section M.

(b) The written Technical Proposal for Task Order #1 is limited to **20 pages** and shall be written in English. Paper size shall be 8.5 x 11 inches or. As appropriate, up to 4 (four) fold out pages may be used sized up to 11 x 17 inches. These fold-out pages shall only contain graphics or diagrams and shall not contain text (except titles, etc.)

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to this page limitation.

Not included in this page limitation are the following:

- Cover pages
- Table of Contents;
- Dividers;
- Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the Offeror) for proposed candidates;
- Past Performance Report Short-Forms (Attachment is in Section J);
- Charts, such as Management Structure Organizational Chart(s); and
- SF 294 forms.

All critical information from any appendices should be summarized in the Technical Proposal(s).

(c) Technical Proposals for Task Orders #1 shall include the information set forth below.

1) Technical Understanding, Schedule & Management Approach [See Section M.]

Offerors shall provide information to demonstrate their understanding of the technical requirements of the statement of work for Task Orders #1, as specified in Attachment J-9 and Section M.3.

Each Offeror shall discuss the Technical Understanding and Management Approach that will be evaluated based upon the following sub-criteria:

- i) Proposed management structure and approach to program implementation including mobilization, identification of critical program objectives and a timetable of program implementation and understanding of the constraints to operating in the social, political and security environment of Aceh.
- ii) The offerors proposed construction schedule and timeline for the completion of Task Order #1. The evaluation of the schedule will be in the context of the offerors demonstrated understanding of the scheduling of work/tasks, managing multiple aspects of construction on a critical path, mobilization and de-mobilization, completing work in a timely manner within schedule constraints and operating in a difficult environment.
- iii) Approach toward selecting and managing subcontractors and construction activities including development of local labor skills, subcontracting with regional and Indonesian firms, approach to construction financing, and the approach toward the coordination with national and local officials, USAID, other donors and Non-governmental Organizations that are operating in Aceh.
- iv) A list of the major subcontractors that will be utilized on the project, their roles and their experience and past performance.

2) Staffing Plan & Key Personnel [See Section M.]

- i) Task Order #1 Staffing Plan: Offerors must propose all key/essential and other management, administrative, and support personnel required to implement Task Order #1 and to assure that efforts under all Task Orders will be integrated for effective and productive performance. All key personnel are intended to be U.S. expat for and have demonstrated skills and abilities in their specific positions. The Offeror may propose Third Country National to fill key Task Order however, these proposed candidates will be required to receive a waiver by the Mission and at least 51% of key personnel shall be U.S. expat.

Offerors can minimize the use of expatriate staff for non-key positions by providing appropriate training programs for local staff to permit them to participate actively in the work and assume increasing levels of responsibility. Offerors should seek to maximize the use of available and qualified Indonesian technical expertise.

- ii) Task Order #1 Key Personnel: A list of key personnel for Task Order #1 with their minimum qualifications is found in Attachment J.1. The Chief-of-Party (COP), as one of the key personnel positions under Task Order # 1, will be responsible for overall contract implementation. This may be an individual funded under Task Order #1, or, if the Task

Order requires specialized technical expertise or a major level of effort, may be an individual funded under that additional Task Order.

Offerors shall submit a complete and current resume (of up to three pages) for the proposed candidates for each of the four key personnel positions under Task Order #1. These resumes shall highlight information regarding project management responsibilities over the last three years. Offerors shall also submit five (5) recent references with **current and accurate** contact information (phone and e-mail) for similar work for each proposed candidate (from individuals not employed by the Prime/Subcontractors). A statement signed by an individual proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the entire duration of Task Order #1. Offerors shall include such resumes, references, and statements as part of their Technical Proposal for Task Order #1 only. It is not necessary to submit additional resumes for Basic IQC Key Personnel that will be proposed for Task Order #1.

USAID reserves the right to obtain past performance information from other sources, including any firms, individuals, or government agencies not provided by the offeror or candidate. Please note that the staffing requirement for Task Order #1 is designed to cover the staffing for the life of the project. Accordingly, if some other Task Order does not require very specific-technical specialists that were not included under the Task Order #1, there shall be no need for any additional staffing position.

L.11 INSTRUCTIONS FOR THE PREPARATION OF THE PRICE/BUSINESS PROPOSAL

Offerors shall submit Price Proposals for Task Order #1, which will be analyzed as part of the overall evaluation as indicated in Section M. Each of the Offerors' Task Order Price Proposals should at a minimum include the following information and be organized in the manner described below.

(a) Part 1 - Price/Business Proposal for Basic IQC

For the Basic IQC Business Proposal, there are fixed unit/lump sum prices for various commodities and works that shall be proposed by the Offeror. The spreadsheet for these items is found in Attachment J-3. These fixed unit/lump sum prices are those for Task Order #1. The price components of Task Order #1 project will be used as the basis for price reasonableness of subsequent proposal submitted for additional Task Orders issued under the contemplated Basic IQC. The prices proposed under Task Order #1 will be used to determine the best value for the Government – combining the Technical aspects of the proposal for the Basic IQC, the technical ability of the Offeror to complete Task Order #1 and the prices proposed in Task Order #1. Although all task orders subsequently issued under the Basic IQC will be negotiated separately, the prices proposed under Task Order #1 will be considered reflective of the Offeror's reasonability of prices and ability to complete the overall scope of the project.

Standard Form (SF) 33, RFP Page 1, "Solicitation, Offer and Award", Blocks 12-18 (applicable only to the basic IQC). Offerors must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with Blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer. Subparagraph (a) only applies to the basic IQC Business Proposal.

(b) Part 2 - Price/Business Proposal for Task Order #1

The estimated price range for Task Order #1 is \$85 to \$115 million. Revealing the range for Task Orders #1 does not mean that Offerors should necessarily strive to meet these amounts. Offerors must propose costs that they believe are realistic and reasonable for the work in accordance with their respective Task Order #1 Technical Proposal within the scope of the Basic IQC. As procurement whereby all line items must be justified and are subject negotiated under the provision of FAR Part 15, the purpose of providing a price range is to give the potential Offeror a yardstick by which to understand the scope of the project and the government estimates.

(1) Proposed Prices

Offerors shall provide a detailed fixed price and fixed unit price budget for Task Order #1 and supporting information in sufficient detail to allow a complete analysis of price reasonableness and project realism and potential award of the Basic IQC and the Task Order.

For evaluation purposes, Offerors should submit a price proposal in response Task Order #1 using the budget-line items specified Attachment J-3 with a breakdown along with a narrative explanation/rationale for the basis for the budget line item amounts.

Offerors shall submit the following in support of the proposed budget for Task Order #1 stated above:

- i) Additional supporting budget documentation and a complete and detailed budget narrative to fully substantiate all proposed prices.
- ii) The following standard price elements shall be included in the submission. Individual subcontractors should include the same price element breakdowns in their budgets, as applicable. The Government will conduct a detailed price analysis of all the price elements of the Task Order #1 to determine price reasonableness and proposal realism. The Government may ask for additional information regarding proposed prices to determine price reasonableness.

Proposed Budget for Task Order #1 may also propose items that are not contained in Attachment J-3, as applicable. In all cases these items must be fully justified and explained and if proposed the Government will complete a price reasonableness evaluation and may ask for additional information related to these costs. An example of some of these additional prices/costs that can be proposed are but not limited to the following:

Other Price Elements (Illustrative Examples):

Price for Basic IQC Key Personnel (if not proposed in Task Order #1)
Office and Project Support
Consultants
Travel, Transportation, and Per Diem
Subcontracts
Allowances
Security for Office and Housing
G&A

Other Materials Needed

(c) Part 3 - Representations, Certifications, and Other Statements of Offerors (applicable only to the Basic IQC) The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page on each representation/certification in the space provided. These original signed copies shall be included in the 1 original copy of the offerors' technical proposal.

(d) Part 4 - Policies and Procedures (applicable only to the Basic IQC) If the Offeror does not have prior U.S. Government contracting experience, submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc.

(e) Part 5 - Subcontracting Plan (applicable only to the basic IQC and Task Order #1) If the Offeror is other than a small business, it must submit a Subcontracting Plan for the basic IQC and Task Order #1. Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. This Basic IQC plan will be the equivalent of a master subcontracting plan for the overall IQC. Individual subcontracting plans (including the one submitted for Task Order #1) will also be included in each task order over \$500,000 for other than small businesses.

(f) Part 6 - Joint Venture Information (applicable only to the Basic IQC) If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities, and the method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of Task Orders under the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must state that the parties agree to be jointly and severally liable for the acts or omissions of the other.

(g) Part 7 - Evidence of Responsibility (applicable only to the Basic IQC) The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the Offeror fails to submit sufficient evidence for the contracting officer to make an affirmative determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and be precluded from awarding a contract to that Offeror. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR Subpart 19.6. Accordingly, Offerors should address each element of responsibility. To be determined responsible, a prospective contractor must:

i) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

ii) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

- iii) Have a satisfactory performance record (See FAR 9.104-3 (b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
 - iv) Have a satisfactory record of integrity and business ethics;
 - v) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
 - vi) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
 - vii) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).
- (h) Part 8 - Letters of Commitment (Major Subcontractors) (applicable only to the Basic IQC and Task Order #1) The Price/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each major subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement for the Basic IQC and Task Order #1.
- (i) Part 9 - Information to Support Consent to Major Subcontractors (applicable only to the Basic IQC and Task Order #1) The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.
- (j) Part 10 - Information Concerning Work-Day, Work-Week, and Paid Absences (applicable only to Task Order #1)
- i) The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (U.S. holidays, local holidays, vacation and sick) shall be covered.
 - ii) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 3,120 hours (312 days x 10 hours per day [6 day work weeks]). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 3,120 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their work day and work week policies

END OF SECTION L

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate all Proposals in accordance with Section M of this RFP and make a Contract award to the responsible Offeror whose proposal represents the best value to the U.S. Government. All Offerors proposals will be evaluated on a technical basis for the Basic IQC using the Technical Criteria found below referenced as “Basic IQC” **and** will be evaluated for Task Order #1 using the Evaluation Criteria found in the Task Order proposal found in Attachment J-1 and referenced below as “Task Order #1” (section M.3). The score for both the Basic IQC and Task Order #1 will be combined for a total Technical Score.
- (c) The submitted technical information will be scored by a Technical Evaluation Committee (TEC) using the evaluation criteria set forth below. When evaluating the competing proposals, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) For overall evaluation purposes, technical factors are considered more important than price factors. For best value determination purposes, if the technical scores between offerors are relatively close between two or more offerors, individual price elements and the total price proposed for Task Order #1 will carry increased significance.

M.2 TECHNICAL EVALUATION CRITERIA FOR THE BASIC IQC (100 POINTS)

The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of information. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated for the IQC Basic Contract and serve to identify the significant matters which Offerors should address. Within each category, sub-criteria are considered equal in importance if no sub-criteria point values are provided.

(a) Technical Understanding, Methodology and Management Approach (45 Points)

The government will evaluate the Offerors’ proposed approaches for the sub criteria below based on their soundness, realism, appropriateness, efficiency, efficacy, and/or comprehensiveness.

- i) The proposed management structure and approach to program implementation including mobilization, identification of critical program objectives, a demonstrated knowledge and understanding of the Project and a timetable of program implementation. **(15 points)**
- ii) The Offerors’ construction methodology, sequencing, and techniques for managing the construction that demonstrates a clear understanding of the constraints to

operating in the social, political, and security environment for this specific project in Aceh. **(10 points)**

- iii) Outline Plans for implementing an effective quality control program, safety program, traffic maintenance program, environmental mitigation program, maintenance plan and upkeep program of the roadway during construction. **(10 points)**
- iv) The Offeror's outreach and capacity building program that provides benefits from the completion of this project with the people and communities affected by the project, including but not limited to national and local officials, Non-Governmental Organizations other donors and USAID development assistance partners. **(10 points)**

(b) Corporate Past Performance (20 Points)

Sub-criteria (i) through (v) as stated below shall be weighted equally. USAID will evaluate the Offerors' corporate capabilities as well as those of their proposed major subcontractors on the following sub-criterion:

- i) Timeliness of performance, including adherence to contract schedules, timely delivery of short-term technical advisors, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks;
- ii) Cost control history on previous projects of a similar environment and nature;
- iii) Quality of product or service, including how cooperative and effective the Offeror was in resolving problems;
- iv) Customer satisfaction, including satisfactory business relationship to clients, prompt and satisfactory correction of problems, and cooperative attitude in fixing problems; and
- v) Effectiveness of the Offeror in staffing appropriate personnel and making prompt and satisfactory changes in personnel or deliverables when problems were identified by the Offeror or the client.

(c) Key Personnel Qualifications and Experience (20 Points)

For those key personnel proposed for the Basic IQC, the Government will evaluate the Offerors' proposed Key Personnel based upon their background and relevant experience in implementing the overall IQC. Please see Section F.8(a) for these positions. This evaluation will include but not be limited to the effectiveness of the proposed Key Personnel being proposed in response to this RFP, including quality of effort and customer satisfaction of Key Personnel in performing work on previous, recent, and relevant contracts. The Government reserves the right to check references that are provided by the Offeror as well as references from any other source.

(d) Corporate Organization and Capabilities (15 Points)

USAID will evaluate Offerors and their proposed major subcontractors on the depth of their corporate experience, including experience with contracts of a similar nature in the developing world. In addition, Offerors shall be evaluated based upon the logic and strength of their proposed organizational staffing plan which indicates their proposed composition of a Home

Office-based team to perform administrative and financial control of the project throughout this basic IQC implementation period and the backstopping/reach-back capabilities of the organization.

M.3 TECHNICAL EVALUATION CRITERIA FOR TASK ORDER #1 (50 POINTS)

The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of information. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated for Task Order #1 and serve to identify the significant matters which Offerors should address. Within each category, sub-criteria are considered equal in importance.

(a) Technical Understanding, Schedule & Management Approach (Total of 30 points)

Each Offeror's discussion of the Technical Understanding and Management Approach will be evaluated equally based upon the following sub-criteria:

- v) Proposed management structure and approach to program implementation including mobilization, identification of critical program objectives and a timetable of program implementation and understanding of the constraints to operating in the social, political and security environment of Aceh. **(10 points)**
- vi) The offerors proposed construction schedule and timeline for the completion of Task Order #1. **(10 points)**
- vii) Approach toward selecting and managing subcontractors and construction activities including development of the local labor force and subcontracting with local/regional and Indonesian firms, approach to construction financing, and the approach toward the coordination with national and local officials, USAID, other donors and Non-governmental Organizations that are operating in Aceh. **(10 points)**

(b) Staffing Plan & Key Personnel (Total of 20 points)

- i) The Government will evaluate the appropriateness of the Offeror's proposed overall staffing plan, designation of staff and their roles, and the proposed composition and team structure to implement Task Order #1. **(10 points)**
- ii) USAID will evaluate the strength, quality, and appropriateness of the Offeror's proposed key personnel for Task Order #1, taking into account the candidates' relevant formal training and professional experience, relevant field experience, project management ability and experience, past performance on relevant and recent contracts, and any other experience relevant to the SOW, including engineering, construction, contracting practices, capacity building, and technical assistance in similar circumstances in the developing world. **(10 points)**

M.4 PRICE/BUSINESS PROPOSAL EVALUATION

As stated in Section L, a separate Price Proposal will not be required for the basic IQC. Price Proposals (including information required under Section L for the Basic IQC and Task Order #1) will not be scored, but the information provided will be evaluated and considered in making a best value determination in accordance with FAR Subpart 15.4. Offerors' Price Proposals for Task Order #1 will be evaluated based on their reasonableness, balance, as well as the unit prices proposed and the overall price for Task Order #1. The Price Proposal for Task Order #1 will be used to determine the best value to the Government during the technical – price tradeoff. The negotiated unit and lump sum prices agreed upon under Task Order #1 shall constitute the basis for determining reasonableness of prices proposed for future task orders issued under the IQC. All future task orders issued under the basic IQC will be negotiated separately. The Independent Government Cost Estimate and the prices as agreed to in Task Order #1 will be used to determine price reasonableness.

Price Proposals for Task Order #1 will be analyzed as part of the overall evaluation in accordance with FAR 15.404. Offerors' prices will be evaluated based on their reasonableness. The results of the price analysis will be used as part of the Agency's best value/tradeoff analysis as the basis for negotiations and ultimately for issuance of the IQC. The price proposal for TO #1 will be the basis for the price/cost evaluation and will be part of the best value tradeoff decisions.

M.5 DETERMINATION OF COMPETITIVE RANGE

(a) The competitive range of Offerors with whom negotiations may be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process. Determination of the competitive range will be based on an evaluation of Technical and Price Proposals.

(b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of Proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.6 SOURCE SELECTION

This procurement utilizes the best value process set forth in FAR 15.101-1. Although Technical considerations are significantly more important than price, the closer the Offerors' prices are to one another, the more important technical evaluation factors will become. Therefore, the technical evaluation may become a determinant factor in making award. Conversely, if the Contracting Officer determines that competing Technical Proposals are essentially equal, then price factors for Task Order #1 may become the determining factor in source selection. Therefore, the Contracting Officer may award the Contract to a higher-priced Offeror for Task Order #1 if a determination is made that the higher technical evaluation of that Offeror merits the additional price.

END OF SECTION M